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The Solicitors' Journal

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The Solicitors' Journal

VOL. LXXIX. **Saturday, January 12, 1935.** No. 2

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Current Topics.

Hilary Law Sittings.

THE number of actions set down for hearing in the King's Bench Division for the present sittings, which commenced on Friday, the 11th January, shows an increase of 175 over the figure for the corresponding term of last year. The total is 1,018, increases being most noteworthy in the non-jury list where there are 526 actions as against 181 last year; in the commercial list where there are thirty-one as against seventeen last year; and in the New Procedure list where there are twenty-six actions as against twenty-one last year. In the Chancery Division, on the other hand, there is a decline in the total number of causes and matters for hearing from 254 to 168. In the Probate, Divorce and Admiralty Division the figure has risen from 1,098 to 1,228, the undefended non-jury causes numbering 903 as against 695 last year, and the defended 293 as against 367 last year. In the Divisional Court the total has fallen from 167 to 105, there being a corresponding increase in the number of appeals to the Court of Appeal, the figure being 153 compared with seventy-eight for last year. This is no doubt due to the passing of the Administration of Justice (Appeals) Act, 1934. Of 148 final appeals, nineteen are from the Chancery Division, sixty-three from the King's Bench Division, eight from the Probate, Divorce and Admiralty Division, ten from County Courts in Workmen's Compensation cases, and forty-eight from County Courts other than Workmen's Compensation cases. The increase in the King's Bench figures is partly attributable to arrears, and the passing of the Supreme Court of Judicature (Amendment) Bill should do something towards remedying this state of affairs.

The Evolution of the Justice of the Peace.

A RECENT article in *The Times* on "The J.P. at Work," by the Editor of *The Countryman* has been followed by a series of letters commenting thereon, some expressing approval, others more critical in their views. It is all to the good that the subject should be ventilated periodically, seeing the place the Justice of the Peace fills in the public life of the nation. As a definite permanent institution justices appear to date from about the year 1360, and during the succeeding centuries they have played a notable part in the administration of justice throughout the realm and, till comparatively recent days, in the administration of local affairs generally. For a long time, as the late F. W. MAITLAND reminded us, the national mind seemed bent on an elective magistracy, but in the end the principle of royal appointment prevailed as it still does. The objection that none of the local bench of magistrates might possess a legal training was early foreseen and provision made for this contingency by the practice of naming among the justices some men learned in the law, without the presence of whom certain business requiring legal knowledge could not be undertaken; those thus selected being spoken of as the quorum, but in time, although the propriety of having on the Bench some skilled in the law continued to be advisable if not absolutely essential, the practice arose of making all the justices members of the quorum. From the first the intention of the Crown was that the office of justice should be held by the great landowners of the county, and at a later time a definite property qualification was established, but this limitation on appointment has been removed by recent legislation. It is amusing to find an Elizabethan writer complaining of the vast mass of statute law with which the justices had become burdened; he declared that their backs would be broken by these "not loads but stacks of statutes." What would that old writer have said now? MAITLAND, who lit up with flashes of gay humour every subject he touched, said that lawyers had long since abandoned all hope of describing the duties of justices in any methodic fashion and had perforce fallen back on a purely alphabetical arrangement of the topics with which they were called upon to deal; thus, as he continued: "a justice must have something to do 'with railways, rape, recognisances, records and recreation grounds; with perjury, petroleum, piracy and playhouses; with disorderly houses, dissenters, dogs, and drainage'"—a collocation offering, as the Scotsman said of the haggis, "fine confused feeding"; but in some measure it brings home to one the amazing collection and complexity of subjects that may fall to be decided by those of whom many may be without practical knowledge of these particular matters. The local Bench may not be an ideal forum, but in the past it has worked successfully, and if there is always present an efficient clerk there is little likelihood of any serious miscarriage of justice.

Counsels' Fees Paid to London Agent.

THE attention of readers should be drawn to the decision in *Re Sandiford; Italo Corporation Ltd.* v. *Sandiford* (1934), 151 L.T.R. 559, where it was held that a sum of money paid by country solicitors to their London agent in respect of counsels' fees was money had and received by the latter to the use of the former, and that on his death insolvent they were accordingly entitled to prove in the administration for that sum less an amount which admittedly was to be set off against it. It appeared from the account rendered by the London agent, in response to which a cheque covering, *inter alia*, the item in question was sent, that counsels' fees had been paid, though in fact they had not. On the death of the London agent insolvent the country solicitors paid counsel themselves and claimed against the estate, with the result already

indicated. A contention that the money was impressed with a trust was negatived; FARWELL, J., observing that if the fees had been paid before the account was rendered, no question of any trust could have arisen, and the mere fact that the country solicitors may not have known for certain whether they had been paid or not could not alter the position. The country solicitors were held to be entitled to prove for the sum, on the footing that it was—in the words of the learned judge—"money which was paid to [the London agent] as money due to him from the country solicitors, whereas, in truth and in fact, that money was not due at all."

The Bar Council's Annual Statement.

THE following points have been selected from the Annual Statement of the General Council of the Bar for 1934 as of interest to both branches of the profession. On the 19th June it was resolved: "That the Council is of opinion that the proposed transfer of work from the Divisional Court to the Court of Appeal, following the limitation of the right to trial by jury, will throw a burden upon the Court of Appeal which, as it is at present constituted, it is not able to bear and will render it essential for the speedy and efficient administration of justice that three new Lords Justice of Appeal should be appointed without diminishing the present strength of the King's Bench and Chancery Divisions of the High Court of Justice, and that there is no practical alternative which will achieve comparable economy and efficiency in the administration of justice." The Home Secretary referred the draft Summary Jurisdiction Appeals (Counsel and Solicitor) Rules, and the Cost of Poor Appellants and Respondents Rules, 1933, to the Council for observations thereupon. The Council pointed out that the draft Rules repeated an ambiguity in the Poor Prisoner (Counsel and Solicitor) Rules, 1931, and left it doubtful whether counsel not on the list could be briefed. This ambiguity has been removed by r. 7 of the Summary Jurisdiction Rules, which now provides that no member of the Bar shall be instructed unless his name appears in the list kept under r. 2. With regard to the Poor Prisoners Rules the Council, in answer to questions submitted, gave the opinion that counsel willing to appear for poor prisoners ought to have their names placed on the list, that counsel not on the list ought not to accept briefs from solicitors when barristers on the list were available, and that a member of the Bar ought not to have his name put on the list in order to take a particular brief with the intention of removing his name on the conclusion of the case. Mention is made of inquiries received from solicitors and others for the names of members of the Bar resident in England who are conversant with the laws of foreign countries. A list of such barristers had now been compiled. The profession is reminded that the chairman of the Council is prepared, in conjunction with the President of The Law Society, to undertake the settlement of differences which may arise between members of the two branches of the profession. Disputants adopting this course are required to sign a memorandum to abide by the decision. An Appendix gives the Report of the Council on the Second Interim Report of the Business of the Courts Committee. The statement also deals with the question of solicitors' right of audience at quarter sessions. This is treated elsewhere in the present issue.

Imprisonment for Debt.

The Times correspondent described in the issue of that journal of 5th January the efforts which are being made by the Manchester City Justices to reduce the number of imprisonments in default of payments of fines, wife maintenance and affiliation orders, and rates. A new investigation officer, to be appointed by a sub-committee of the justices, will look into the circumstances of persons who have failed to comply with orders for payment relating to the foregoing matters. The means of parties, where it is sought to vary orders made upon them, will also be investigated. The same writer refers to the latest available figures, which are for the year 1932, showing the percentage of persons who were sent to prison in default of payment in various populous centres. The percentage was 2·9 in Birmingham, 3·2 in Manchester, 3·3 in Bristol, 4·1 in Liverpool, and 5·1 in the Metropolitan Police District. The whole problem of imprisonment for debt is one of great difficulty. The success of the Manchester experiment will necessarily depend very largely upon the tact and ability of the officer, whose duties do not appear to be of a particularly enviable character. It is, of course, intolerable that a man should be sent to prison for failure to pay sums which are beyond his means, and, if the foregoing plan assists the court to distinguish between the man who will not and the man who cannot pay, it will have done much to obviate the objection which at once suggests itself in view of the inquisitorial nature of the work involved.

Progress in Slum Clearance.

IN a circular issued at the close of 1934 to all local authorities the Minister of Health stated that the year 1933 saw the establishment of programmes for the work providing for the clearance of some 284,000 slum dwellings, their replacement by some 298,000 new dwellings, and the consequent re-housing of some 1,307,000 people. The year 1934 has seen the transition from programme to performance. The result of the year's work, and that a year of first beginnings only, is the re-housing under proper conditions of nearly 100,000 people who were formerly housed in unfit dwellings. The hope is expressed that 1935 will see the actual completion of large instalments of the programme, and, in the case of authorities where the programme is small, the total eradication of unfit houses. The rate of progress has, it is said, steadily improved throughout the past year, while the fact that the cost of building and the rate of interest continue to provide an excellent opportunity for rapid progress is alluded to. Reference is made to the new measure shortly to be introduced to enable local authorities to deal with overcrowding, and it is emphasised that this aspect of the housing problem is complementary to that relating to slum clearance. The powers and duties which local authorities will have under the new law will in no respect interfere with the work of slum clearance which, it is urged, should be accelerated in order that the attention of the authorities may be the earlier freed to deal with overcrowding.

Coroners' Courts: Juries' Findings.

IN a recent issue we alluded to an objection taken to the composition of a coroner's jury, based on the advanced age of its members and also on the fact that the same persons discharged that office time after time. A recent correspondent to *The Times* deprecates the practice, whereby coroners' juries in accident cases are asked to express their opinion as to the person to blame for the accident and as to the nature of such person's liability, and points to the harm that may ensue from its continuance. "It is true," the writer says, "that the findings of a coroner's court are in no way legally binding on a competent court before which the case may subsequently come, but the jury in such a case usually knows what has occurred in the coroner's court, and is very liable to be prejudiced thereby. Moreover, cases are constantly occurring when it is very desirable that a prosecution should have been instituted, and the police have been deterred from proceeding owing to the findings of the coroner's jury." It is pointed out that many coroners have no legal training, and upon a coroner's jury there is neither a prosecutor nor an accused while the persons who may be civilly liable are not parties to the inquiry. The same correspondent advocates that it should be provided, by legislation if necessary, that the findings of a coroner's court in accident cases should be confined to the actual facts of the death, and that the extent and nature of any person's liability should be left for the

consideration of the court that is in a position to determine the case properly. The prejudging of an issue which should be tried by a competent court of justice is clearly an abuse which should not be allowed to continue, but it is doubtful whether "the actual facts of the death" (by which must be meant the actual facts leading to the death) could always be ascertained without casting some aspersion upon the person or persons responsible for them on the principle *res ipsa loquitur*.

Wife's Statement to Police.

In a recent case, where a wife was giving evidence on behalf of her husband charged with wounding a lodger, Mr. Stuart Deacon, the Liverpool Stipendiary Magistrate, intervened to stop cross-examination on a statement made by her to the police, and intimated that if she could not be a witness for the police, it was wrong for the police to take a statement from her. The learned magistrate said that he regarded it as a matter of highest importance that the statement made by the wife should not be used in evidence against her husband. If a man was arrested on a charge of felony, how could the police make use of a statement taken from his wife? The magistrate alluded to the law preventing a wife giving evidence against her husband. and continued: "It might be necessary to take a statement from her; it may be a right of a police officer to interview the wife of a man charged with felony, although I should not have thought the police could do that. It would seriously prejudice a prisoner if he knows that the police have interviewed his wife and taken a statement from her. If the police do interview her, I think it is indiscreet to do so."

Unpaid Tramway Fare.

The recent case in which Sir Rollo Graham-Campbell dismissed a summons against the accused, a tramway passenger, for failing to pay the conductor "the fee legally demandable for her journey before leaving such carriage, contrary to No. 12 of the by-laws," has been given some prominence by the daily press and was fully reported in *The Times* for 29th December last. Pending the hearing of the appeal, it is not proposed to deal with the many interesting questions involved in any detail, but it may be noted that the by-law upon which the decision turned was made by the Board of Trade in 1920 under s. 7 of the London County Tramways Act, 1896, and that the regulations, of which it is one, were continued in force by s. 105 of the London Passenger Transport Act, 1933. It is in the following terms: "Each passenger shall, immediately upon demand, or in case no demand shall have been made, before leaving the carriage, pay to the conductor the fare legally demandable for his journey, and accept a ticket therefor." The information had been drawn in such a way that the prosecution must stand or fall by the validity of the words "or in case no demand shall have been made," and in holding that the provision was *ultra vires* the rule-making authority the magistrate observed that he need not inquire whether the regulation was severable into a part which was good and a part which was not good. It should, however be noted, that a prosecution under reg. 11 (*b*) (i) of the Public Service Vehicles (Conduct of Drivers, Conductors and Passengers) Regulations, 1933, succeeded at the Marylebone Police Court last Monday. The regulation in question is one of a number made under ss. 84 and 85 of the Road Traffic Act, 1930, and is in the following terms: "Every passenger on a stage or express carriage shall (i) unless he is the holder of a ticket in respect of that journey, immediately upon demand, or, if no demand has been made, before leaving the vehicle, declare the journey he intends to take or has taken and pay the conductor the fare for the whole of such journey and accept the ticket therefor." The passenger, who was reading a book on an omnibus, made no response to the conductor who alleged that he came round several times and shouted "All fares please."

Solicitors at Quarter Sessions.

The principal point of interest to solicitors in the Annual Statement of the General Council of the Bar for 1934 will probably be found in that part of it which deals with the Summary Jurisdiction (Appeals) Act and Rules, 1933, in light of the letter addressed by The Law Society to all Clerks of the Peace in December of that year urging that in view of the above enactments a right of audience be given to solicitors in appeals to quarter sessions. The Summary Jurisdiction Appeals (Counsel and Solicitor) Rules, 1933, dated 4th December, 1933, made by the Attorney-General, with the approval of the Lord Chancellor and the Secretary of State for the Home Department, in pursuance of s. 2 (7) of the Summary Jurisdiction (Appeals) Act, 1933 (23 & 24 Geo. 5, c. 35), were set out in our issue of 16th December, 1933 (77 Sol. J. 844). In a letter sent to all Chairmen of Quarter Sessions and Recorders of Boroughs, the General Council of the Bar stated that the foregoing rules do not in any way extend the area of solicitors' audience at quarter sessions. In the schedule, the Forms of Appeal Aid Certificates contain within square brackets a direction that a solicitor only be assigned to the applicant. Attached to that direction is a note to the effect that such may be given "where the appeal lies to a Court before whom solicitors may be heard." This note shows, the letter intimates, that the right of audience by solicitors is merely preserved at those quarter sessions at which they at present have audience. The opening words of para. 7: "Except where the Appeal Aid Certificate directs that a solicitor only shall be assigned" are governed by the note above referred to.

The Council further points out that the Summary Jurisdiction (Appeals) Act, 1933, gives no indication that any change in this direction is contemplated; nor did the debates in Parliament suggest that such was either desirable or in contemplation at the passing of the Act. Reference is also made to the Attorney-General's statement in the course of his speech at the Annual Meeting of the Bar that he was able to say with authority and certainty that r. 7 never contemplated for a moment any extension of the right of audience to solicitors beyond the rights which existed and which had been granted for one reason or another. In view of the special and different circumstances which influenced the right of audience before committees at quarter sessions under the Rating and Valuation Act, 1925, the Council does not think that the practice, there provided by statute, forms an analogy to the extension now advocated. The Council expressed the opinion that "no advantage of economy or expedition or convenience would result from an extension of the right of audience to solicitors." The practice of solicitors having audience at sessions, it is stated, originated at and has been confined to those sessions where, owing to remoteness of situation, no adequate Bar was usually present.

The Law Society's letter was, in the view of the Council, "based upon a misunderstanding; and before quarter sessions take any action which may alter the present rules of audience in any respect, the Council earnestly hopes that the matter may be reviewed by quarter sessions in conjunction with the contents of this letter; and if any alteration has already been made the Council respectfully asks that there may be reconsideration of the matter at the next sessions on the grounds" above indicated.

LAW STUDENTS' DEBATING SOCIETY.

At a meeting of the Society held at The Law Society's Court Room, on Tuesday, 8th January (Chairman, Mr. L. J. Frost), the subject for debate was: "That this House deplores the Incitement to Disaffection Act." Dr. E. G. M. Fletcher opened in the affirmative; Mr. T. M. Jessup opened in the negative. The following members also spoke: Messrs. H. Peck, J. F. Ginnett, M. Lewis, J. G. Clarfelt, E. V. E. White, and H. J. Baxter. The opener having replied, the motion was lost by five votes. There were twenty-one members and two visitors present.

Notice of Distress.

At common law it was not necessary to give notice of a distress for rent, inasmuch as the goods taken were merely impounded as a pledge pending the payment of the arrears. To this rule the only exception was where the goods were removed to a *private* pound, in which case notice had to be given of the place to which they were taken. But when the Distress Act, 1689, conferred upon landlords the power to sell the distress, it was thought equitable that the tenant should be given some kind of notice of the fact of the distress, so that he might have an opportunity of replevying the goods before sale. Accordingly, s. 2 of the Act provided that " . . . where any goods or chattels shall be distrained for any rent reserved . . . and the tenant or owner of the goods so distrained shall not within five days next after such distress taken, and notice thereof (with the cause of such taking) left at the chief mansion house, or other most notorious place on the premises charged with the rent distrained for, replevy the same, . . . then in such case, after such distress and notice as aforesaid, and expiration of the said five days, the person distraining shall and may . . . lawfully sell the goods and chattels for the best price that can be gotten for the same . . ."

Although the general scheme introduced by this section is, on the face of it, clear and simple, in practice it frequently involves both bailiffs and, at a later stage, lawyers in grave difficulties. It is proposed in this article to consider some of the problems which so present themselves.

I.—Form of the Notice.

The notice must be in writing. The judicial authority for this proposition is *Wilson* v. *Nightingale* (1846), 8 Q.B. 1034, although the fact that the Statute requires the notice to be " *left* at the chief mansion house," etc., would appear to have made this point already abundantly clear.

But need the notice necessarily be contained in one document ? There appears to be no reported decision on the point, but in *E. A. Langrish & Co. Ltd.* v. *Francis*, heard on 8th November, 1934, before His Honour Judge Frank Davies at Neath County Court, where the landlord had by one letter indicated to the tenant the fact that all the goods in the demised premises had been seized and impounded therein, but omitted to state the amount of the arrears of rent for which the distress had been levied, and then by a second letter despatched on the same day purported to repair this omission by therein stating : " the arrears of rent for which the distress has been levied now stand at £38," it was held that the two letters together constituted a valid notice. It is submitted, with respect, that this decision is clearly right, the object of the Act being merely to give the tenant a warning of the fact of the distress and an opportunity to replevy should he so desire.

II.—When Notice is required.

The Statute is uncompromising in its terms. The landlord may exercise his power of sale only when a notice has been served and the tenant has not replevied within five days thereafter. That is not to say that without a notice the distress is invalid, but merely that the landlord cannot lawfully sell until such a notice has been served (*Trent* v. *Hunt* (1853), 9 Ex. 14 ; 22 L.J. Ex. 318). The wise precaution, therefore, is to serve a notice in all cases where a sale is intended.

III.—Service of the Notice.

The Act requires the notice to be " left at the chief mansion house, or other most notorious place on the premises charged with the rent distrained for." Nevertheless, the object of the notice being merely that the tenant shall have warning and an opportunity of replevying, it was held in *Walker* v. *Rumball* (1695), 1 Ld. Raym. 53, that personal service on the tenant was sufficient. But may service be effected through the post ? And, if service is so effected, but the tenant denies receipt of the notice, does the usual rule apply that proof of posting is to be taken as proof of delivery until the contrary is established ? No decisive answer can at present be given to these questions, but the validity of such service may well be doubted.

IV.—Who must be served.

Both the tenant and, if he be not the owner of the goods distrained upon, the owner may replevy before sale, but the Act merely requires the notice to be " left at the chief mansion house," etc. No notice need be served upon the real owner, and, provided service be effected at the place so specified or upon the tenant personally (*Walker* v. *Rumball*, *supra*), the real owner has no legal grounds for complaint. *A fortiori*, he cannot complain if the landlord has been cautious enough to serve him personally, even though in fact no notice has been left at the demised premises or served upon the tenant personally (*Walker* v. *Rumball*, *supra*).

That there is room for improvement in this respect in the machinery introduced by the Act of 1689 is obvious. Take the common instance where a " third party " has goods on the demised premises when a distress is levied. It is true that he can serve a declaration under s. 1 of the Law of Distress Amendment Act, 1908, claiming the goods, but to do so presupposes knowledge on his part that a distress has been levied. But what if he is unaware of this fact, and the landlord serves a notice of distress merely upon the tenant ? The latter is under no statutory duty to inform the " third party " of such service, and it is difficult to imply any kind of legal duty to do so. In the result, it may well be that the landlord, having waited for the expiry of the five or fifteen days allowed for replevying, proceeds to sell the property without the " third party " ever having had knowledge of the distress or an opportunity either to replevy or to serve a " declaration " under the Act of 1908. Contrast this deplorable position with the case where proceedings for the recovery of possession of premises are taken against a tenant by someone other than his landlord ; he is under a statutory duty to give notice of such proceedings immediately to his landlord, and if he fails to do so he is liable to forfeit to his landlord an amount equal to the value of three years' improved rent of the premises (Law of Property Act, 1925, s. 145 ; County Courts (Amendment) Act, 1934, s. 6 (5)). It is clear that fairness demands that some such obligation to give notice of the fact that a distress has been levied and/or a notice of distress served should be imposed upon a tenant in favour of a third party whose goods have thereby been prejudiced.

V.—Contents of the Notice.

The notice should contain the following particulars :—

(1) *The Goods taken.*—The object of the notice being to enable the tenant to decide whether or not he will replevy, it must indicate clearly what goods have been seized. The usual procedure is to attach to the notice a copy of the inventory made by the bailiff when levying. The distress must be confined to the articles comprised in the inventory (*Sims* v. *Tuffs* (1834), 6 C. & P. 207), even though other articles are discovered after the notice was given (*Bishop* v. *Bryant* (1834), 6 C. & P. 484).

The authorities on this matter were discussed at some length in *Davies* v. *Property and Reversionary Investments Corporation Ltd.* [1929] 2 K.B. 222. In the earlier case of *Wakeman* v. *Lindsay* (1850), 14 Q.B. 625, the inventory ran, " Tap room, one clock and weights, etc., etc., . . . and any other goods and effects that may be found in and about the said premises . . . ", and the court with obvious reluctance decided that this constituted a good notice, on the basis that the meaning thereby intended to be conveyed was that *all* the goods in the demised premises had been distrained upon. In *Kerby* v. *Harding* (1851), 6 Ex. 234, the wording employed, after certain chattels had been enumerated and described, was, " . . . all other goods, chattels and effects on the said premises *that may be required in order to satisfy the above rent, together with all expenses,*" and the Court of Exchequer held that the notice was clearly distinguishable from that given in *Wakeman* v. *Lindsay*, that it failed to indicate precisely what goods had been distrained upon, and

was therefore bad for vagueness. The notice in *Davies' Case* itself, after setting out certain specified articles, concluded, " . . . and all other goods upon the premises (unless specially exempt) sufficient to satisfy the amount of this distress." The Official Referee held that the consequent sale was illegal on the ground that the notice was insufficient. On appeal, Talbot and Humphreys, JJ., affirmed his decision, Humphreys, J., saying (at p. 234) :—

" In *Wakeman* v. *Lindsay* it was assumed that the person who distrained intended to distrain upon all the goods that were upon the premises, and as between the landlord and the tenant the court came to the conclusion, though not without considerable hesitation, that the expression ' any other goods and effects that may be found in and about the said premises,' was an indication that all the goods which in fact were upon the premises were then seized ; and the court held—and I think this is the only decision in that case—that if a notice states sufficiently clearly that the seizure is a seizure of all the goods upon the premises, it is not necessary to set out the goods in detail in the form of an inventory or otherwise. Then came the case of *Kerby* v. *Harding*, and the distinction which was drawn by Parke, B., in his judgment . . . between the notice in that case and the notice in *Wakeman* v. *Lindsay* consisted in the introduction of four words in the notice in the later case. Those four words are the words ' that may be required.' . . . The decision in *Kerby* v. *Harding* is a decision, as I read it, to the effect that because of those words the notice in that case was not a notice which made it sufficiently certain what goods were taken . . . The material words of the present notice are ' all other goods upon the premises (unless specially exempt) sufficient to satisfy the amount of this distress and expenses.' I have endeavoured to distinguish the words in this case from the words in the notice in *Kerby* v. *Harding*, but . . . I have found myself unable to do so. The words, of course, are different, but the language seems to me to be the same."

The prudent course in such a case is, clearly, to attach to the notice a copy of the inventory, which should be as copious as possible, and, having done so, to see that the sale is confined strictly to the goods enumerated and described therein.

(2) *The cause of the taking.*—The distrainer should " give notice of the goods taken *as well as express what amount of rent is in arrear.*" These words of Baron Parke, in *Kerby* v. *Harding* (1851), 6 Ex. 234, at p. 241, would appear to be the foundation of the rule that the extent of the arrears of rent must be specified in the notice, though one may well doubt whether the phrase " the cause of the taking " employed in s. 2 of the Act of 1689 was originally intended to cover anything more than the mere statement that the goods had been seized *by way of a distress for arrears of rent*, without specifying any amount. At common law a landlord who is distraining is under no liability to notify his tenant of the amount of the arrears (*Tancred* v. *Leyland* (1851), 16 Q.B. 669), and in actual practice the rule enunciated by Baron Parke is applied with some laxity. In the last-mentioned case it was held that the fact that the notice of distress incorrectly states the amount of the arrears will give no right of action where the goods taken or sold are reasonable in respect of the amount actually due, and in a whole series of cases the landlord or his agent has been held entitled to show that more is due than was stated in the notice of distress (*Gwinnet* v. *Phillips* (1790), 3 T.R. 643 ; *Crowther* v. *Ramsbottom* (1798), 7 T.R. 654, 658 ; *Gambrell* v. *Earl of Falmouth* (1835), 4 A. & E. 73). It has further been held that it is not necessary to mention in the notice the date when the rent became due (*Moss* v. *Gallimore* (1779), 1 Doug. K.B. 279). If a person having authority to distrain for another states in the notice that the rent is due to himself, he may nevertheless justify as bailiff of that other (*Trent* v. *Hunt* (1853), 9 Ex. 14).

(3) *The place where the distress is lodged.*—Under the Distress for Rent Act, 1737, s. 9, where goods are impounded off the premises, notice " shall, within the space of one week after the lodging or depositing thereof in such place, be given to such lessee or tenant, or left at the last place of his or her abode. . . ." There is no legal necessity for these particulars to be included in the notice of distress as such, but to avoid confusion and the serving of a multiplicity of notices, the convenient course is obviously that of specifying in the notice of distress the place of impounding.

(4) " *Of the time when the goods will be sold unless replevied or the rent and charges paid.*"—These words are taken from " Halsbury's Laws of England," vol. 10, p. 500, but the only authority therein cited for the proposition—*Trent* v. *Hunt* (1853), 9 Ex. 14 ; 22 L.J. Ex. 318—does not appear to deal with this point at all, and the present writer knows of no legal decision in support thereof. Indeed, it may well be asked what purpose is served by requiring these particulars to be inserted in the notice. It is true that the tenant may replevy at any time until the actual sale, whether or not the statutory five or fifteen days for replevying have elapsed (*Jacob* v. *King* (1814), 5 Taunt. 451), but, nevertheless, he knows that he can be *certain* of only five (or, as the case may be, fifteen) days from the date of service of the notice of distress within which to replevy, and, legally, he has only himself to blame if he does not do so within one or other of those periods.

Furthermore, in practice, the insistence upon the insertion in the notice of particulars of the date of sale may well cause grave difficulty and prejudice the tenant himself. The Act of 1689 nowhere requires the sale to take place by auction, but merely that it shall be " for the best price " ; the net result is that if the landlord receives a private offer for the goods and conceives quite honestly that the offer constitutes the " best price " that he can reasonably hope to obtain for the goods, he still, apparently (if " Halsbury " is correct), may not accept that offer unless and until he has served a notice upon the tenant containing information regarding the date when the sale is to be effected. Consider this position : The landlord serves a notice upon the tenant stating (*inter alia*) that the goods are to be sold by public auction at a certain address on a certain date. After the expiry of the five or fifteen days allowed to the tenant for replevying, but before the date of the auction, the landlord receives a private offer substantially in excess of the highest bid which he could reasonably hope would be made for the goods if auctioned. It is in the interest not only of himself but also of the tenant that he should " clinch " the bargain immediately. May he do so ? The answer to be gathered from " Halsbury " is apparently in the negative, because if he does he will have sold the goods on a date different from that specified in the notice. If possible, he should, of course, communicate with the tenant in writing immediately and inform him of the offer, but this may be quite impracticable. And may it not be said that even if he does so communicate with the tenant he must wait yet another five days before he can actually proceed to sell ? The present writer is able to provide no answer to these questions, and ventures to express the view that they do not really arise in the present state of the law, and that, in other words, the above proposition from " Halsbury " is without foundation, except as a counsel of perfection rather than of legal compulsion.

VI.—Effect of Non-compliance.

Failure to serve a proper notice does not invalidate the original distress or the subsequent sale of the goods taken, but merely enables the tenant or owner to sue in respect of any actual damage thereby sustained : Distress for Rent Act, 1737, s. 19. In such circumstances, the tenant is entitled to recover from his landlord the real value of the goods (not necessarily their sale price), minus the rent and charges (*Whitworth* v. *Madden* (1847), 2 Car. & Kir. 517 ; *Knight* v. *Egerton* (1852), 7 Ex. 407), the question of value being for the jury to decide : *Smith* v. *Ashforth* (1860), 29 L.J. Ex., per Martin, B., at p. 260.

Payment into Court.

AN ANOMALY.

[CONTRIBUTED.]

THE following circumstances have arisen in the past and are likely to arise often again in the future :—

A, who has been injured in a motor-car accident, brings an action in the High Court for damages for negligence against B.

B files a notice of payment into court and pays in, say, £60 in full settlement. A is not tempted by the offer and does not take the money out.

B then applies to have the action remitted to the county court, under s. 2, County Courts Act, 1919, and the application is granted.

These are the facts: a study of the various rules and orders governing the steps which have been taken discloses a very interesting state of the law.

By Rules of the Supreme Court (No. 1), 1933, incorporated now in Ord. 22, r. 6, the following is laid down :—

" Except in an action to which a defence of tender before action is pleaded or in which a plea under the Libel Acts, 1843 and 1845, has been filed, no statement of the fact that money has been paid into court under the preceding Rules of this Order shall be inserted in the pleadings and no communication of that fact shall at the trial of any action be made to the Judge or Jury until all questions of liability and amount of debt or damages have been decided, but the Judge shall, in exercising his discretion as to costs, take into account both the fact that money has been paid into Court and the amount of such payment."

It must be noticed that " no statement of the fact that money has been paid into Court . . . shall be inserted in the pleadings and no communication . . . shall . . . be made to the Judge or Jury . . . "

This new rule amended the law as it was before by excluding the judge also from knowledge that there had been a payment in.

By Ord. 33, r. 3 (*a*), of the County Court Rules, 1903–1934, the following is laid down :—

" Where any money has been paid into the High Court in an action or matter which is remitted or transferred to a County Court, the registrar of the County Court shall, on the request of any party to the action or matter, apply to the Paymaster-General, or where money has been paid into a district registry, to the district registrar, to transmit such money to the registrar ; and such money, when transmitted in accordance with the application, shall be subject to the order of the County Court in like manner as if it had been paid into the County Court in the action or matter. An application to the Paymaster-General or district registrar under this rule shall be in accordance with the form in the Appendix."

The money, therefore, when transmitted, is subject to the order of the county court as if it had originally been paid in there. The money in court, therefore, becomes subject to county court procedure as laid down in the County Court Rules.

Money paid into the county court is governed by Ord. 9, r. 12 (1), of the County Court Rules, where it is stated :—

" A defendant who desires to pay money into Court pursuant to Section one hundred and seven of the Act shall pay the same five clear days at least before the return day. Every such payment shall be taken to admit *pro tanto* the claim or cause of action or complaint in respect of which the payment is made, unless the defendant at the time of paying the money into Court files with the registrar a notice according to the form in the Appendix, stating his name and address, and further stating that notwithstanding such payment the defendant denies his liability ; but no such payment with a denial of liability shall be permitted in any action or counterclaim for libel or slander. The defendant must also pay into Court, in respect of the court fees and solicitor's costs (if any) entered on the summons a sum proportionate to the amount paid in respect of the claim, unless the payment into Court is made under a defence of tender, in which case he may make such payment without costs."

The fact of payment into court is therefore on the file and is before the judge at the trial. Moreover, by Ord, 9, r. 26, it is laid down :—

" Where an action or matter is tried with a jury, no communication to the jury shall be made until after the verdict is given, either of the fact that money has been paid into Court, or of the amount paid in. The jury shall be required to find the amount of the debt or damages, as the case may be, without reference to any payment into Court."

No reference is made as to whether the information is to be kept from the judge also. This is in absolute contra-distinction with the High Court order quoted above.

It does not seem likely, indeed, it would be very strange if it were, that the state of the law disclosed above is what the Rules Committee intended.

If High Court judges are not considered sufficiently unbiassed to be entrusted with the knowledge of a payment into court, why should county court judges be so considered ?

The most likely explanation is oversight ; let us hope that the position will soon be cleared up.

Company Law and Practice.

Allotment.

THERE is a group of sections in the Companies Act, 1929, under the general heading " Allotment," which are not as widely known as they should be, but which are of particular importance at the present time, when so many public issues are being made, or are contemplated. Those who are constantly dealing with the many problems arising in connection with public issues will, of course, be thoroughly familiar with these sections, and my observations are not directed to them, but rather to those (of whom my experience suggests there is a not inconsiderable number) whose experience lies in rather different directions, but who may occasionally have to face difficulties of the kind I suggest.

These sections in the group to which I have referred are numbered 39 to 42 inclusive. I think that, as regards the last-mentioned section, everyone who deals with companies has some knowledge of it, dealing as it does, among other things, with the registration of contracts where shares are allotted for a consideration other than cash. Let us, however, deal with the sections in their due order.

Section 39 prohibits the allotment of any share capital of a company offered to the public for subscription unless the minimum subscription has been attained, and the sum payable on application therefor has been paid to and received by the company. The minimum subscription is the amount stated in the prospectus as the minimum amount which, in the opinion of the directors, must be raised by the issue of share capital in order to provide for the matters specified in para. 5 of Pt. I of the Fourth Schedule to the Act, and for the purposes of the sub-section a sum is to be deemed to have been paid to and received by the company if a cheque for that sum has been received in good faith by the company, and the directors of the company have no reason for suspecting that the cheque will not be paid. This last provision renders the decision in *Mears* v. *Western Canada Pulp & Paper Company Limited* [1905] 2 Ch. 353, which was followed in *Burton* v. *Bevan* [1908] 2 Ch. 240, obsolete, and removes what was previously a severe handicap on directors in cases where,

under the old law, a genuine attempt had been made to give a proper minimum subscription.

The section goes on to provide that the amount to be stated as the minimum subscription must be reckoned exclusively of any amount payable otherwise than in cash, and that the amount payable on application on each share must not be less than 5 per cent. of its nominal amount. Now what are the matters specified in para. 5 of Pt. I of the Fourth Schedule ?

They are, the minimum amount which, in the opinion of the directors, must be raised by the issue to provide the sums, or if any part is to be defrayed in any other manner, the balance of the sums required to be provided for :—

(*a*) The purchase price of any property purchased or to be purchased which is to be defrayed in whole or in part out of the proceeds of the issue ;

(*b*) Any preliminary expenses payable by the company, and any commission payable by the company for subscribing or procuring or agreeing to procure subscriptions for shares ;

(*c*) The repayment of any moneys borrowed by the company in respect of (*a*) or (*b*) ;

(*d*) Working capital.

Thus, we have a prohibition against allotment unless the minimum subscription has been obtained. What is to be done if a certain number of subscriptions are received, but not enough to reach the minimum subscription ? Section 39 (4) provides that, if the minimum subscription has not been reached, and the sums payable on application received on the expiration of forty days after the first issue of the prospectus, all money received from applicants for shares must be forthwith repaid to them without interest, and if it is not so repaid within forty-eight days after the issue of the prospectus, the directors of the company are to be jointly and severally liable to repay that money with interest at 5 per cent. per annum from the forty-eighth day ; though a director is not to be liable if he proves that the default was not due to his misconduct or negligence.

Apart from that provision of s. 39 which requires that the amount payable on application shall be not less than 5 per cent. of the nominal amount of the share, the section does not apply to any allotment of shares subsequent to the first allotment of shares offered to the public for subscription.

So much for allotments in cases where a prospectus is issued ; now, if we turn to s. 40, we find provision made for public companies which do not issue a prospectus on or with reference to their formation, or which issue such a prospectus but do not go to allotment ; so that a company which issued a prospectus but which, by virtue of the provisions of s. 39 could not go to allotment on it, would be within the section.

Such a company must not allot any shares or debentures unless at least three days before the first allotment of shares or debentures there has been delivered to the registrar of companies for registration a statement in lieu of prospectus, signed by every person named therein as a director or proposed director, or by his agent authorised in writing. The form of statement in lieu of prospectus must be in the form and contain the particulars set out in the Fifth Schedule to the Act. I do not propose to weary my readers here with a full account of what has to be contained in the statement in lieu of prospectus ; speaking quite generally, the matters to be contained in it are not unlike the requirements for a prospectus, though certain of the matters which have to be stated in the prospectus are not found in the statement in lieu thereof, such as the qualification and remuneration of directors, the contents of the memorandum of association (which, however, are not necessary for a prospectus when issued as a newspaper advertisement), the number of founders' or management shares, and the class rights (if any) as to voting.

The question as to whether, if a statement in lieu of prospectus is filed, but does not comply with the provisions of the Act in certain respects, an allotment of shares subsequent thereto is void, was discussed in *Re Blair Open Hearth Furnace Co.* [1914] 1 Ch. 390 ; and it appears that if, on the face of it, the statement appears to be properly filled up, the allotment is not void.

What the position is where an allotment is made before the statement in lieu of prospectus is filed is the subject of some judicial difference of opinion : *Re Jubilee Cotton Mills* [1924] A.C., per Lord Dunedin, at p. 969 ; per Lord Sumner, at pp. 975, 976, Lord Dunedin holding that such an allotment is void, and Lord Sumner the contrary. But, void or not, s. 41 provides for all such allotments being in certain circumstances voidable.

Any allotment, says s. 41, made in contravention of the provisions of either s. 39 or s. 40, shall be voidable at the instance of the applicant for the shares within one month after the holding of the statutory meeting of the company, and not later ; or, in any case where the company is not required to hold a statutory meeting, or where the allotment is made after the holding of it, within one month after the date of allotment, and not later, and shall be so voidable notwithstanding that the company is in course of being wound up. The insertion of the provision relating to a company which is not required to hold a statutory meeting meets the case of *Finance & Issue Limited* v. *Canadian Produce Corporation Limited* [1905] 1 Ch. 37, and applies, of course, to the cases of private companies which have been converted into public companies, and to which, accordingly, the provisions of s. 113 do not apply.

Section 41 (2) provides that if any director of a company knowingly contravenes, or permits or authorises the contravention of, any of the provisions of ss. 39 or 40 with respect to allotment, he shall be liable to compensate the company and the allottee respectively for any loss, damages or costs which the company or the allottee may have sustained or incurred thereby ; but proceedings for the recovery of the same shall not be commenced after the expiration of two years from the date of the allotment. This proviso differs materially from the law which governs the actual avoidance of allotments under the section, for it is not necessary for an allottee to take proceedings to declare the allotment void, within the month referred to in the section, so long as he gives notice avoiding the allotment within that time and then takes proceedings within a reasonable time thereafter (*National Motor Mail Coach Co. Limited* [1908] 2 Ch. 228).

Last of all we reach s. 42, to which I have already made reference at the beginning of this article ; this section provides for a return of allotments, and I am not going to enlarge on its provisions to-day. Put quite shortly, they amount to this, that when any company having a share capital makes any allotment of its shares, it must, within one month thereafter, deliver to the registrar of companies a return of allotments, together, in the case of an allotment for a consideration other than cash, with a contract in writing constituting the allottee's title, together with any contract in respect of which the allotment was made.

If the contract was not reduced to writing, the prescribed particulars instead must be filed, and they must be duly stamped with the duty which would have been payable had the contract itself been reduced to writing.

There is a heavy default fine of £50 a day for breach of the duty imposed by the section, and a proviso allowing the court to grant an extension of time for filing in certain cases.

Mr. William Stevens, J.P., solicitor, of Cuckfield, Sussex, left estate of the gross value of £27,908, with net personalty £17,021. He left, subject to his wife's life interest : £200 to the Sussex Congregational Union and £200 upon trust for the Congregational Chapel at Cuckfield ; £100 each to the Royal Alexandra Hospital for Sick Children, the Royal Sussex County Hospital, King Edward VII Memorial Eliot Hospital, Haywards Heath, and the Congregational Union of England and Wales ; £50 each to the London Missionary Society, Dr. Barnardo's Homes, the Benevolent Orphan Fund of the National Union of Teachers, and the Solicitors' Benevolent Association.

A Conveyancer's Diary.

Investment Clauses in Wills.

INVESTMENT clauses in wills differ widely, and it is not always easy for the draftsman to select from the various precedents to be found in the books one which will answer to a testator's wishes. It is generally left to the draftsman to do this as a testator usually has no more than a vague idea on the subject. Often he will wish to leave his trustees in much the same position as he was in himself, and desire that they should have an uncontrolled discretion. Again, he may have it in mind to fetter them in some particular manner, for example in regard to investment upon real securities in Ireland or in a colony, reserving the right so far as other countries are concerned. I think, however, that almost always the draftsman has to suggest what he considers in all the circumstances to be a suitable clause.

It not infrequently happens that a testator desires to allow his trustees the freest possible hand, and that apparently was what led to the litigation in *Khoo Tek Keong* v. *Ch'ng Joo Tuan Neoh* [1934] A.C. 529.

The will of a testator domiciled in the Straits Settlement created a trust fund and provided that the trustees might invest trust moneys in such investments as they in their absolute discretion thought fit. The precise words used were "I empower my trustees to invest all moneys liable to be invested in such investments as they in their absolute discretion think fit with liberty to vary the same from time to time."

The sole surviving trustee (who was a son of the testator) lent trust moneys at interest upon the security of certain articles of jewellery; but he did not obtain any independent valuation of the deposited chattels. He also made personal loans without any security beyond the bond of the lenders.

By Ordinance No. 14 of 1929, s. 60, the court was empowered to relieve a trustee wholly or partly from personal liability for a breach of trust, if it appeared to the court that he had acted honestly and reasonably and ought fairly to be excused.

It appeared from the evidence that the testator had in his lifetime been in the habit of making advances upon purely personal security.

The questions raised in the action were, so far as material for my present purpose, two: (1) Was it a breach of trust for the trustee to advance money upon the security of deposited jewellery without taking the precaution of having an independent valuation made? and (2) was it a breach of trust to advance money upon a personal loan without any security beyond the personal bond or obligation of the borrower?

It was held (1) that the loans upon the security of jewellery were not breaches of trust in the absence of proof that the security was insufficient when the loans were made, but that the unsecured loans were not investments, and therefore were made in breach of trust.

In the court of first instance it was held that the loans were all within the terms of the investment clause, including those made upon personal security only; and also that, if there had been a breach of trust in respect of any of the loans, the trustee was entitled to relief as he had acted honestly. On appeal that judgment was reversed, and it was declared that the trustee was liable in respect of any loss which might arise as a result of all the loans, including those made upon the security of deposited jewellery. Morrison, C.J., held that the loans on the security of jewellery were breaches of trust, on the ground that they were not income-producing loans, and were, therefore, not strictly investments. He said of the appellant (the trustee): "He lent money on the security of jewellery. In a way this was a speculation, though a mild one. It gave no income. The only chance of a return was a rise in price, and the opposite happened." The other judges in the Court of Appeal concurred both in holding that all the loans were breaches of trust and that relief could not be granted.

The judgment in the Privy Council was delivered by Lord Russell of Killowen. His lordship said: "Their lordships find it impossible, in face of the extraordinary wide scope of the investment clause, to hold that the loans on the security of jewellery have been proved to be breaches of trust by the appellant. They were loans made upon security of property and carrying interest; they were accordingly 'investments' within the meaning of cl. 11 of the will. The absence of an independent valuation at the time of the loan would not *per se* make such an investment a breach of trust. It would be a breach of trust only if at the time of the loan the security was an insufficient security, and therefore, an improper security for the trustee to select out of the investments authorised for the investment of the trust estate in his care. In the present case not only is insufficiency of value at the times of the loans not proved; it is not even alleged. The only breach of trust alleged is the lending on the security of jewellery without valuation. Their lordships are, therefore, of opinion that no breach of trust in this regard has been established against the appellant."

It may be permitted to observe that his lordship appears to have rested this part of his judgment upon the fact that there was no insufficiency of value proved. It might have been thought that the real point was not whether, in fact, the deposited jewellery was a sufficient security, but whether the appellant reasonably considered that it was so.

So far as regarded the personal loans the Privy Council upheld the Court of Appeal that those loans did constitute a breach of trust, but upon the ground that those loans, being on no security beyond the liability of the borrower to repay, they were not "investments" within the meaning of cl. 11 of the will, and were accordingly dispositions by the appellant of the trust estate wholly unwarranted by the terms of the trust.

Their lordships also held that the trustee was not entitled to relief for, although he had acted honestly, he had not acted reasonably in making loans upon personal security, and that the fact that the testator had himself been accustomed to make such loans was no justification for his trustee doing so.

However wide an investment clause may be, therefore, a trustee should always take care to be advised on security which is proposed to him and, at any rate, should not, unless authorised in the most express terms, lend trust money upon purely personal security.

Landlord and Tenant Notebook.

Contracting Out of L.T.A., 1927, Pt. I.

THE contracting-out section of L.T.A., 1927, Pt. I, evidences a compromise between those who believe that most tenants will sign anything in order to get possession of premises they desire and should be protected against themselves accordingly, and those who would uphold the sanctity of contracts at all costs. Commencing with the familiar "This Part of this Act shall apply notwithstanding any contract to the contrary," it goes on "being a contract made at any time after the 8th day of February 1927: Provided that, if on the hearing of a claim or application under this Part of this Act it appears to the tribunal that a contract made after such date as aforesaid, so far as it deprives any person of any right under this Part of this Act, was made for adequate consideration, the tribunal shall in determining the matter give effect thereto."

Up to the present, only one instance of a dispute involving the question of adequate consideration appears to have been recorded. In *Holt* v. *Lord Cadogan* [1930] 46 T.L.R. 271, the plaintiff's late husband had conducted a stationery business and sub-post-office for many years, under a succession of leases, in premises held of the defendant. The last lease was granted in 1924 for a term of six years. In March, 1927

(the Act came into force on 25th March, 1928), he wished to make an addition to the premises, and applied for the necessary licence. This was granted upon terms. The report is not very satisfactory as regards what those terms were, but from the judgment of the Master of the Rolls, rather than from the preliminary statement of facts, we glean that the bargain was on these lines: The tenant undertook not to make any claim, by virtue of any future legislation, for compensation for disturbance, and to keep them sufficiently in repair till 1930; the landlord agreed that if he decided, at the termination of the lease, to pull the place down, he would make no claim under the covenants to repair and to reinstate. It appears that the former included a covenant which obliged the tenant to paint the interior in 1927 and in 1930, but whether the release of this obligation was made absolute by the terms of the licence or was conditional on an intention to demolish being formed in 1930 is not clear. At all events, the plaintiff, who succeeded to the business on the death of her husband in 1928, made a claim for compensation for goodwill. It was then common ground that the landlord would pull the premises down at the expiration of the lease. The County Court judge, looking at s. 18 in Pt. II of the Act, saw that this would, in the circumstances, deprive the landlord of his right to claim under the covenants. So that, in his view, the consideration had proved worthless. And he awarded £220. On appeal, it was pointed out that this judgment overlooked two factors; the release from the obligation to paint in 1927, fulfilment of which would have cost £40 or £50; and the permission to effect an alteration which was not necessarily beneficial to the landlord. These were solid and valuable benefits, and the appeal must be allowed. If one has any criticism to offer of this, it must be that the court appears to have considered reality rather than adequacy of consideration, and one would have expected a remittal to the tribunal to report on adequacy. On the figures mentioned, it looks rather as if the sale of a birthright for a mess of pottage were being upheld in spite of the qualifying adjective "adequate."

One result of the section has been that leases of business premises have been drafted which conclude with a provision that they shall be deemed to have been granted for adequate consideration for the purposes of Pt. I of the Landlord and Tenant Act, 1927, and that the tenant shall make no claim under that enactment. I suppose that some day an enterprising tenant will test the validity of such a clause, and in the meantime confess that I find it difficult to form an opinion on the subject. The issues likely to be raised would be very different from those of *Holt* v. *Lord Cadogan*. The tenant's case would, no doubt, be that no amount of deeming can alter facts or alienate statutory rights. To which the answers would be (*a*) that all the clause meant was that the rent as fixed allowed for the value of the statutory benefits, and (*b*) that the tenant was estopped from asserting the contrary. As to (*a*), the tenant might say that the Act directed the court to examine that very question, and that was all he wanted, but he would experience more difficulty in dealing with (*b*), for estoppel is essentially a rule of evidence. It is true that there are circumstances in which an estoppel point cannot be taken. "Private rights and interests of the individual must yield to the higher rights and interests of the State," as Mr. Spencer Bower has put it in his work on the subject. A statement in a deed made to further an illegal purpose does not estop its author. But there is no question of State interests in an ordinary lease of business premises, and the proviso actually legalises contracting out of Pt. I for adequate consideration. There is, however, one further line of attack open to the tenant. He might plausibly contend that such a provision is void as being repugnant to the rest of the lease if the question of statutory compensation is never mentioned therein. For, in the nature of things, no one knows when a lease is made whether, when it runs out, there will be any improvements or goodwill to compensate. The "deeming" that the grant is made for adequate consideration is, it might be said, not consistent with an unqualified reddendum, and the absence of any provision for valuing consideration. At all events, if landlords wish to escape liability by availing themselves of s. 9, they would be well advised to go about the matter rather more artistically than by such a clause as I have described.

Irremediable Cause of Forfeiture.

The Court of Appeal has affirmed [1935] 1 K.B. 87, the decision in *Rugby School (Governors)* v. *Tannahill* [1934] 1 K.B. 695, discussed in the "Notebook" of 21st July last (78 Sol. J. 515), but it is gratifying to observe that in their judgments, Greer and Maugham, L.JJ., criticise the *obiter* part of that of Mr. Justice MacKinnon in the same way as did our article; in brief, the proposition that a breach of a negative covenant is always incapable of remedy was considered too wide.

Our County Court Letter.

FUNERALS AND RIGHTS OF WAY.

A popular fallacy is embodied in the saying that the passage of a corpse establishes a public right of way. In a recent case at Haverfordwest County Court (*Belton* v. *Nicholas*) the claim was for £10 damages, and an injunction to restrain the defendant from trespassing at Clark's Hill Wood. The plaintiff's case was that (1) a path (which the defendant alleged to be a public footpath) was impassable three years ago, and a piece of wire had been placed across it, (2) while members of the public may have used the wood, this was only in summer time, and they had never kept to a defined path. The defendant's case was that one funeral had traversed the path in 1867, and another in 1877, and in these circumstances there was evidence of the existence of a public right of way. His Honour Judge Frank Davies viewed the site, and (in a reserved judgment) he observed that the defendant was the last person to seek to protect the rights of the public, as he had purported to reserve the right of way for himself. His honour was not satisfied that any member of the public would use the path in winter, or in wet weather, and it did not appear to be possible to have taken a coffin over the path, even in the summer. Some of the mourners might have travelled that way, but the evidence was that the path had been used only by tenants, relatives or friends of the owner. Any other user was infrequent, and confined to the summer months, and no definite path appeared to have existed. Judgment was, therefore, given for the plaintiff for 5s., and an injunction, with costs on Scale B.

TREES AS REAL PROPERTY.

The term "real property" denotes land and things attached to land so as to become part of it, and a contract for the sale and purchase of freehold land therefore includes the trees growing thereon. In the recent case of *Jones* v. *McLean*, at Swansea County Court, the claim was for £24 5s. in respect of the wrongful removal (by the defendant) of fruit trees from premises purchased by the plaintiff. The case for the plaintiff was that the trees were included in the sale of the defendant's house, but had nevertheless been removed after the date of the contract. The defendant admitted the removal of certain shrubs, but contended that they had been severed from the soil before the date of the contract. His Honour Judge Rowland Rowlands gave judgment for the plaintiff for £10 and costs.

WIRELESS SETS AND QUIET ENJOYMENT.

In the recent case of *Haskins* v. *Pippen*, at Bristol County Court, the claim was for £22 10s., being one quarter's rent of a flat, and the counter-claim was for £27 8s. as damages for breach of covenant. The onus of proof was upon the

defendant, whose case was that her tenancy agreement provided for her having quiet enjoyment of the flat, but nevertheless she had had to leave, as she was over seventy and had been disturbed (late at night) by the defendant's wireless set. A list of occasions of disturbance was produced, and her damages comprised items for furniture removal, doctor's fee, travelling expenses and hotel bills. The case for the plaintiff was that there had been no annoyance, and the defendant (before signing the agreement) had said that she had no objection to the wireless, including late dance music. His Honour Judge Parsons, K.C., observed that it was unreasonable to keep the wireless going after 11 p.m., especially as an elderly lady was a neighbour. Judgment was given for the plaintiff for the amount claimed, with costs, and in favour of the defendant for £5 12s. 6d. and costs.

RECENT DECISIONS UNDER THE WORKMEN'S COMPENSATION ACTS.

ADMISSIBILITY OF STATEMENTS BY DECEASED.

In *Pizany* v. *The Postmaster-General*, at Birmingham County Court, the applicant's case was that (1) her late husband was aged forty-six and had been a postman for twenty-three years, (2) while employed at a branch post office he had scratched his finger with a pin, which caused a septic infection, (3) being sensitive about staying at home through a pin-prick, the deceased had written that his absence from work was due to acute rheumatism—which was untrue, (4) he had died on the 5th March, 1934, by reason of an accident arising out of his employment. The latter allegation was denied by the respondent, whose case was that the only evidence thereon consisted of statements by the deceased that he had incurred the injury while brushing his uniform. These statements were inadmissible, as they were not against the interest of the deceased, nor were they dying declarations. It was further contended that a pin-prick was not an accident arising out of the employment of the deceased. The latter submission was upheld by His Honour Judge Dyer, K.C., who expressed his regret that he was unable to hold that the applicant had discharged the burden of proof. Judgment was therefore given for the respondent, with costs on Scale C —if asked for.

EYE STRAIN AS AN ACCIDENT.

In *Hobson* v. *Grimsby Gas Company*, at Grimsby County Court, the applicant's case was that (1) after three years in the employ of the respondents, he began to use a pyrometer (two years ago) to read high temperatures in a combustion chamber, (2) his left eye, which he had always used, became defective (after eighteen months) and he then used his right eye instead, (3) on consulting an eye specialist, he was informed that a tiny burn was caused every time he used the pyrometer. The medical evidence (for the applicant) was that his left eye had only 6/24 vision, by reason of the use of the pyrometer, which was dangerous. This was denied by the medical witness for the respondents, who considered that the instrument would protect the eye, but could give no reason for the degenerative condition at the back of the eye. The respondents' works foreman stated that he had taken combustion chamber temperatures for twenty-two years, without injury to his eyes. His Honour Judge Langman held that the applicant had had an accident within the meaning of the Acts, and an award was made accordingly, with costs.

LEGAL & GENERAL ASSURANCE SOCIETY LIMITED.

Mr. Romer Williams, D.L., J.P., has been re-elected Chairman of the Board of Directors for the ensuing year, and Mr. Ernest Edward Bird re-elected Vice-Chairman.

Land and Estate Topics.

By J. A. MORAN.

At one time, and that not very long ago, one did not expect the auctioneer's hammer to get a move on until spring was within reasonable distance. Yet here I have, in front of me, a list of very important sales fixed for January and February. The fact is, those who are disposed to realise, are convinced that the improvement, so pronounced during the past few months, is likely to continue, and, so far as freehold ground rents and shop sites in leading thoroughfares are concerned, it is more likely than not that values will show an upward tendency.

Lord Darnley thinks that part of Cobham Hall, the family seat in Kent, is suited for the erection of a class of house that is likely to find favour with those who are some degrees above the less fortunate who are tied down by limited means. Of course it is open to him to sell the land to a building speculator, but he prefers to take the matter into his own hands ; in other words, map out a slice of his domain and proceed to erect the houses he has in mind. This is what the big landowners should have done long ago, provided, of course, the acres involved were within measurable distance of an industrial centre.

The Chateau d'If, the prison off the Marseilles coast, familiar to readers of " The Count of Monte Cristo," may be had for a term, at 75,000 francs a year. It is not the place where I would like to take up my abode, even for one night, but, no doubt, there are people who would appreciate a close connection with a fortress that is known all over the world. Actually, I am told, the island itself is less dreary than Dumas's novel suggests. Part of it is covered by rich vegetation, and it provides an imposing view of the Provençal coastline.

Several of the leading building societies are now presenting their annual reports, which show that the improvement in commercial and industrial conditions during last year has broadened their progress, particularly as regards the increase in mortgage demands. All the leading societies are endeavouring to prevent their share capital increasing beyond actual cash requirements, and restrictions on new investments are still being imposed. The almost universal rate of interest now offered on new shares is 3½ per cent., and on deposits 3 per cent. ; but there are a few sound provincial societies, members of the National Association of Building Societies, that are offering 4 per cent. on their shares. The latter are societies serving specially favoured districts upon which they concentrate their attention and which enjoy exceptionally low overhead charges. Societies offering unusually high rates should be regarded with caution, and should be asked for a copy of their balance sheet.

Postmen are troubled over the large number of " Marina Villas " that are spread all over the combinations of houses erected, in a hurry, since the war. Many more of them may lead to a strike. But while some consideration may be extended to householders who mean well, there is no excuse for the fellow who sells old clothes and cans and bottles and calls his dilapidated premises the " Marina Store."

A company with a capital of £100 in 24,000 shares of a penny each has been formed in Glasgow, its object being to buy and sell landed property ! What effect this will have on the market is not easy to determine. A penny a share is not a record. Once a company was registered with a capital of £1, divided into 960 shares of a farthing each.

Surprise is often expressed at the lack of interest estate agents and surveyors take in their local municipal elections. But no consideration is given to their close association, professionally, with corporate bodies as advisers in rating cases, sale and purchase of lands, slum clearance schemes and compulsory acquisitions. To act in a dual capacity is, of course, out of the question.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 29-31, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Intoxicating Liquor at Club Dance.

Q. 3094. A sports club has no drink licence, but, as a club, is entitled to sell intoxicants to the members on its own premises. The club wish to hold a dance on hired premises and to run a bar in connection with the dance. The secretary of the club has been informed by the clerk to the justices that he cannot obtain an occasional licence because such a licence can only be granted when the applicant already holds a licence. Will you kindly inform me whether the club or the secretary is able to obtain a licence for a bar in connection with the dance, and if so, what kind of a licence should be applied for, and how the application should be made ?

A. No licence appears to be necessary, provided that drink is only supplied to members. In *Humphrey* v. *Tudgay* [1915] 1 K.B. 119, it was held that no offence was committed under the Licensing (Consolidation) Act, 1910, s. 65, but a query was raised as to whether there could have been a conviction under s. 94. In *Clarke and Peacock* v. *Griffiths* (1926), 42 T.L.R. 541, it was held that no offence was committed under s. 94. In *Watson and Another* v. *Culley* (1926), 42 T.L.R. 529, it was held that no offence was committed under the Licensing Act, 1921, s. 4, even if liquor was supplied to members outside permitted hours, but off the club premises. The facts of the present case are apparently governed by one or more of the above decisions, and an application for any kind of licence is therefore unnecessary.

Liability to Replace Water Cistern.

Q. 3095. A holds the lease of a house as tenant, and one of the terms of the lease is that he shall be responsible for keeping the sanitary and water apparatus in good and tenantable repair and condition. Recently the hot water cistern has got into such a state that the plumbers have advised that it is beyond repair and requires to be renewed. Is A responsible for supplying a new water cistern ? If he is not responsible can he claim the amount that he has to pay to the plumbers for such renewal by way of damages from the landlord ?

A. In view of the express covenant to keep the sanitary and water apparatus in good and tenantable repair and condition, A is responsible for supplying a new water cistern. The latter is analogous to the new floor, which the tenant may be liable to replace, in the circumstances suggested in *Proudfoot* v. *Hart* (1890), 25 Q.B.D. 42, and further discussed in *Lurcott* v. *Wakeley* [1911] 1 K.B., at the top of p. 921. In view of this liability, A cannot claim the amount of the plumber's bill as damages from the landlord.

Whether Necessary to Register with Local Authority Decontrolled Premises Occupied as a Condition of Service.

Q. 3096. My client has recently purchased at auction a freehold house divided into two flats, one being let to a controlled tenant and the other being vacant. The property has been purchased from the Receiver of the Metropolitan Police and the vacant flat has not been registered as decontrolled under the 1933 Rent Act. The houses were purchased by the Receiver of the Police in 1920, and he contends : " These houses having been the property of the Receiver of the Metropolitan Police District since 1920, occupied by police as a condition of service without payment of rent, were not subject to the Rent Restrictions Acts, therefore it was not necessary for the Receiver to register them as decontrolled in October, 1933. As they are now passing into private ownership if the respective owners desire that the properties should continue to be decontrolled it will be necessary for them to apply to the court for permission to register, and it would appear advisable that the respective owners should take the necessary steps at once so that registration can be effected by the time the purchases are completed." The property was, it is believed, let before purchase by the Receiver of Police, and the statement that the property was not subject to the Acts would not appear to be quite correct as apparently the obtaining of possession just prior to the purchase by the Receiver did at that time de-control them. Would you kindly deal with the following points arising on the position : (1) Is the contention of the Receiver that he was not bound to register a correct one, having regard to the fact that they were subject to the Rent Acts prior to his purchase ? (2) If registration by the Receiver is considered to be unnecessary, is registration by the purchaser necessary before he lets, having regard to the fact that the only properties needing registration were those which become decontrolled under the provisions of the second section of the 1923 Act, and if the contention of the Receiver be correct this property did not so become decontrolled ? (3) If registration has now to be effected by the purchaser, can application be made to the court for leave to register before completion ? I incline to the view that if registration has to be effected it cannot be done until after completion as until then the purchaser has only an equitable title.

A. (1) Assuming that prior to the purchase in 1920 by the Receiver of the Metropolitan Police the property was subject to the Rent Restrictions Acts, it remained subject to the Acts after such purchase. On the 31st July, 1923, however, the flat now vacant apparently became decontrolled under the provisions of s. 2 (1) of the Rent and Mortgage Interest Restrictions Act, 1923. As the property was occupied by police as a condition of service without payment of rent, it would appear that at that date the property was in the " actual possession " of the Receiver through the medium of the occupier (see *Goudge* v. *Broughton* [1929] 1 K.B. 103). If the property was so occupied by police on the 18th July, 1933, the property was not " let as a separate dwelling " immediately before the passing of the Rent and Mortgage Interest Restrictions (Amendment) Act, 1933, and registration with the local authority does not appear to have been required under s. 2 (2) of that Act. (2) If the above view is correct, it follows that registration by the purchaser is also unnecessary. (3) Even if it were necessary for the purchaser to apply to the County Court for a certificate for leave to register, it would appear that this application could not be made until after the completion of the purchase (see definition of " landlord " in s. 12 (1) (*g*) of the Act of 1920).

Whether Necessary to Register a Class C House in Occupation of Owner.

Q. 3097. A client of ours went to live in a house in May, 1933. The house was before that date and is still her own property, though previously to May, 1933, it was decontrolled and occupied by tenants. When she went to live there herself she let a part of it to some tenants for 10s. a week. The

rateable value of the house is under £13 per annum. She now wishes to take proceedings for recovery of some rent from her tenants and we have issued a summons. We have, however, just discovered that she has never registered the house under the Rent Restrictions Act, 1933. In view of the fact that she is occupying part of the house, we are of the opinion that there was no need for it to be registered, but before appearing in court we should be much obliged if you would let us know whether in your opinion we are correct.

A. It is clear that if a Class C house which has become decontrolled under the provisions of s. 2 of the Rent and Mortgage Interest Restrictions Act, 1923, was in the occupation of the owner thereof at the date of the passing of the Rent and Mortgage Interest Restrictions (Amendment) Act, 1933, it will remain decontrolled, and that it was not necessary for the owner to register the same with the local authority. The dwelling-house was not "let as a separate dwelling immediately before the passing of this Act" (see Act of 1933, s. 2 (2)). In his judgment in *Stokes* v. *Little* (*The Times*, 18th October, 1934), Lord Wright, referring to sub-s. (2) of s. 2 of the Act of 1933, said: "Its provisions, whatever they mean, are limited to any dwelling-house let as a separate dwelling immediately before the passing of the Act."

Debt—Statute of Limitation.

Q. 3098. In September, 1915, E wrote to R admitting that he was indebted to R in the sum of £*x*, and promised to forward a cheque in the course of a few days. No part of £*x* was paid by E to R prior to the death of E in 1919. In June, 1919, R gave notice of his claim to the solicitors acting for the executors of E, and the solicitors the following day acknowledged receipt of the account. Certain correspondence has taken place since, but the money has never been paid, and there does not appear to be any acknowledgment within six years prior to the present time. Is the debt statute barred, or has the said notice of claim to the solicitors for the executors kept the debt alive? Would it make any difference to the answer if it can be shown that the debt was entered as a debt in the Inland Revenue affidavit filed by the executors of E?

A. Death does not prevent time running, and an acknowledgment must be given to the creditor or his agent and must imply a promise to pay: *Rhodes* v. *Smethurst* (1841), 6 M. & W. 351; *Re Coliseum, Barrow, Ltd.* [1930] 2 Ch. 44.

Acknowledgment (as to Production of Documents) given by Sole Executrix-Beneficiary to Self—Whether Effective.

Q. 3099. We shall be glad if you will kindly let us have your opinion on the following case: A died in 1929, having by his will appointed his widow B his sole executrix and beneficiary. Upon his estate being wound up we drew an assent from the executrix vesting the real estate in herself as beneficial owner. In the assent we embodied an acknowledgment for production of the probate of A's will. Subsequently B, as beneficial owner, sold some of the real estate and we acted for the vendor and purchaser. In the conveyance we included an acknowledgment for production of the assent but not for the production of the probate, as same was already in the assent. The purchaser from B has now re-sold and the solicitors concerned have asked us to obtain an acknowledgment from B for production of the probate. The solicitors contend that the acknowledgment in the assent is valueless, as s. 64 (1) of the Law of Property Act refers to an acknowledgment from one person to another. We shall be glad of your opinion as to whether the acknowledgment in the assent is valueless, and if so whether B, who sold as beneficial owner, can now be called upon to give a separate acknowledgment.

A. We agree that the acknowledgment in the assent was of no value. It is beyond doubt that as between B and her purchaser the latter was entitled to an acknowledgment (and undertaking) in respect of the probate (Williams, "The Contract of Sale of Land," p. 51, Note (i)). It is possible that B could be obliged to give an acknowledgment (and undertaking) under her implied covenant for further assurance, but this is doubtful (see Gibson's "Conveyancing," 12th ed., p. 190, citing *Fain* v. *Ayers* (1826), Sim. & Stu. 533, and the note to *Hallett* v. *Middleton* (1826), 1 Russ. 243, at p. 259). As between the purchaser from B and the present purchaser, the inability of the former to furnish the latter with proper statutory acknowledgments and undertakings with regard to any document of title is no defect of title, if the present purchaser will on completion have an equitable right to the production thereof. In this case it would appear that there will be this equitable right in respect of the probate (Williams, "The Contract of Sale of Land," p. 53, para. 22 (5), and Note (*p*) on that page).

Trustee Act, 1925—Section 25.

Q. 3100. Do beneficial owners, tenants in common, holding on trust for sale come within s. 25 of the Trustee Act, 1925? I have a case where one of three tenants in common holding a house beneficially on trust for sale for themselves in equal shares, is about to leave England and to reside abroad for some time. She is also the sole owner of another property, and in drawing the power of attorney for the purpose of dealing with the last-mentioned property and certain mortgage moneys, in which she has an interest, I inserted a clause in the power that it should also apply to property vested in her as trustee, under the above Act. I am not sure whether it has been decided that s. 25 of the T.A., 1925, applies to tenants in common or not, but, for caution, at the time I acted on the assumption that it did so apply. I should be glad if you could let me know whether it has been decided that the above section does apply to tenants in common or not.

A. The position of tenants in common appears to be the same as that of joint tenants in this respect. In *Green* v. *Whitehead* [1930] 1 Ch. 38, the Court of Appeal simply decided that a general power of attorney was ineffective as it did not extend to trust property. As far as the property held by the grantor with others upon the statutory trusts, it is considered that the only safe way in the absence of further authority is to comply strictly with s. 25.

The Cultivation of Mushrooms.

Q. 3101. A landowner is annoyed by persons coming on his land to pick mushrooms which are growing wild. He proposes to dress part of the land with manure to assist general cultivation, which incidentally will improve the mushrooms. In order to succeed in any action for trespass and damage, is it necessary for him to exhibit any notice or warning to the public that mushrooms are under cultivation on the land?

A. An action for trespass and damage could only be brought in the county court, and the judgment (when the case is ultimately heard) would be of little use to the landowner. A quicker procedure would be to summon the trespassers under the Larceny Act, 1861, s. 37, for which purpose it is necessary to prove that the land is under cultivation, and that the landowner has contributed to the growth of the mushrooms. A notice warning the public is not necessary, but (without constituting corroboration) it would disclose a course of conduct by the landowner consistent with his contention that the mushrooms are cultivated. It would also rebut any plea that the mushrooms were believed to be wild, and therefore not the subject of larceny.

MIDLAND BANK LIMITED.

The directors of the Midland Bank Limited report that, full provision having been made for all bad and doubtful debts, the net profits for the year 1934 amount to £2,292,217, which, with £866,483 brought forward, makes £3,158,700. Appropriations amounting to £1,403,376 have been made, leaving a sum of £1,755,323, from which the directors recommend a dividend, payable 1st February next, for the half-year ended 31st December, 1934, at the rate of 16 per cent. per annum, less income tax, and a balance to be carried forward of £871,946.

To-day and Yesterday.

LEGAL CALENDAR.

7 JANUARY.—On the 7th January, 1850, an extraordinary scene occurred at the Old Bailey while Samuel Harvey, a tall, powerful man was being tried for a brutal assault on an attorney named James Tawney, a diminutive and sickly man. While giving his evidence, the prosecutor appeared to be suffering severely, and as he was about to leave the witness-box, he fainted. He was laid on the floor of the court and attended by doctors while the proceedings went on and the Recorder summed up. The jury returned a verdict of guilty, and the judge was just addressing the prisoner, when everyone in court was horrified by the announcement that the prosecutor had died.

8 JANUARY.—On the 8th January, 1856, Edward Harvey, was tried at the Old Bailey for the wilful murder of Harriett, his five-year-old child, by starving her to death. On the post-mortem not a vestige of food was found in the stomach and every portion of fat had been absorbed. Death was due to a long-continued course of deprivation of nourishment, which even the poverty of the prisoner did not explain. The jury, taking a more merciful view than the prosecution, found a verdict of manslaughter.

9 JANUARY.—Legal technicalities have saved many a man. On the 9th January, 1832, Robert Hughes and Elizabeth Worsley, who had survived a suicide pact, were tried at the Old Bailey. The man admitted that he had fired one pistol at the woman and another at himself, but Mr. Baron Bolland observed that though in every count of the indictment the charge was one of firing a pistol loaded with a leaden bullet, there was no evidence that it was so loaded. Accordingly, he directed an acquittal.

10 JANUARY.—In 1830, England was almost in a state of revolution. Throughout the countryside property was being destroyed, and in an address to the insurgent agricultural labourers, Richard Carlile told them: "Your ground of quarrel is the want of the necessaries of life in the midst of abundance. You see hoards of food and you are starving." He incited them to resist "even to death and to life for life." He was tried at the Old Bailey on the 10th January, 1831. The jury retiring at nine at night returned at eleven to announce a disagreement. At midnight they were still at variance, and a juror offered to explain the reason to the Recorder, who refused to hear him. Finally, some time after one, they found a verdict of guilty and the prisoner was sentenced to two years' imprisonment.

11 JANUARY.—Mr. Justice Taunton died suddenly at his house in Russell Square on the 11th January, 1835. The previous night he had entertained several friends to dinner and had retired to rest apparently in his usual state of health. At three o'clock in the morning, however, he was taken ill and expired in a few minutes. He had been appointed a Justice of the King's Bench at the age of sixty-seven, too late to do brilliantly under the weight of new responsibilities, and he left behind no lasting reputation.

12 JANUARY.—On the 12th January, 1843, Christina Gilmour was tried at Edinburgh on a charge of murdering her husband. She was the first person surrendered on a criminal charge by the United States under the Ashburton Treaty. It was noted that "her appearance was attractive and her bearing decorous." She had been forced into marriage despite an earlier attachment, and though for six weeks she shared her husband's bedroom, it is said that she never undressed. Then Gilmour fell ill suddenly and died. Arsenic was found in his body. His wife admitted buying arsenic for rats. The verdict was "Not Proven."

13 JANUARY.—Sir Ranulphe Crewe, formerly Chief Justice of the King's Bench, died at his house in Westminster on the 13th January, 1646.

THE WEEK'S PERSONALITY.

"What honour is he worthy of who merely for the public good hath suffered himself to be divested and deprived of what he highly values, such a judge as would lose his place rather than to do that which his conscience told him was prejudicial to the commonwealth? And this did that worthy reverend judge, the Chief Justice of England, Sir Ranulf Crewe. Because he would not, by subscribing, countenance the loan in the first year of the King, contrary to his oath and conscience, he drew upon himself the displeasure of some great persons about His Majesty who put on that project which was afterwards condemned by the Petition of Right as unjust and unlawful; and by that means he lost the place of Chief Justice of the King's Bench and hath, these fourteen years, by keeping his innocency, lost the profits of that office which upon a just calculation in so long a revolution of time amounts to £26,000 or thereabout. He kept his innocency when others let theirs go, when himself and the commonwealth were alike deserted, which raises his merit to a higher pitch. For to be honest when everybody else is honest, when honesty is in fashion and is trump, as I may say, is nothing so meritorious; but to stand alone in the breach, to own honesty when others dare not do it, cannot be sufficiently applauded, nor sufficiently rewarded. And that did this good old man do."

THE KORAN IN DEMAND.

The Koran is not often in demand for the purpose of oath taking in our courts, and recently at the North London Police Court a case had to be adjourned because no one could produce a copy for the use of a young Mohammedan witness, who insisted upon it. Not long ago the Brighton magistrates did better than that, in similar circumstances, and on demand borrowed from the public library a Koran which had been taken from the private apartments of the King of Delhi when British troops occupied the city in 1857. Those who hold, however, that a determination to be truthful and just is not necessarily accentuated by the contents of the book (if any) on which such determination is affirmed must find some support in the incident which occurred when Mr. Stafford Northcote, afterwards Lord Iddesleigh, was appointed a magistrate for Devon. Going to Exeter Castle to be sworn in, he was presented with a book of underdone pie-crust colour, tied round with ancient tape which had once been red. He had the curiosity to cut the tape and on opening the book found that for about thirty years the magistrates had been sworn in on a ready reckoner.

THE IMPORTANCE OF WASTE PAPER.

The Times, in its recent anniversary number, re-called the quarrel let loose when there found its way to the editorial office Lord Althorp's letter to Lord Brougham, asking "whether we should declare open war with *The Times* or attempt to make peace." This note the Chancellor had received while sitting in court. After reading it he had torn it up and thrown it into the waste paper basket, whence it had been retrieved by an unknown hand, which pieced it together and sent it to the editor. The sequel was a series of attacks on Brougham, so robust as to shock even a generation accustomed to Cobbett in his ire. Some years earlier Lord Norbury, the notorious Irish Chief Justice, had unfortunately exemplified the dangers of judicial carelessness of confidential correspondence. He was in the frugal habit of stuffing papers into the old chairs in his study to supply the deficiency of horsehair which excessive age had produced in their seats. At last he sold them and one fell into the hands of a former solicitor's clerk, who, groping in the interior, discovered a letter from Saurin, the Attorney-General, highly unconstitutional as a communication to a judge of assize. A first-class scandal resulted, which is said to have blocked the ambitious Law Officer's further promotion.

Correspondence.

[*The views expressed by our correspondents are not necessarily those of* THE SOLICITORS' JOURNAL.]

Law Revision Committee and Married Women. Restraint on Anticipation.

Sir,—May I call attention to what seems to be a blot on the otherwise welcome report of the Law Revision Committee on the liability of a husband for the torts of his wife and the liability of a married woman in tort and contract. I refer to the proposal to limit the abolition of the restraint on anticipation to future settlements. The fact that the Lord Chancellor added to the original third item of the terms of reference of the Committee the second subject mentioned above gave the Committee an opportunity to propose clearing away all the legal lumber which has accumulated because the law of the married woman has been so often patched, on the basis that she should continue to be treated as an abnormal person, instead of being reformed, on the basis that she should have the same rights and liabilities as other people.

Except on this one point, the Committee have faced the need for real reform. It is all to the good that they propose to abolish the "peculiar characteristics and consequences of the institution of the married woman's 'separate property'" and to put her in the same position as a man in regard to her capacity to contract, her right to sue, her liability to be sued, to be made bankrupt and to have judgment enforced against her.

But the limitation of the abolition of the restraint on anticipation to future settlements takes away with one hand what is given with the other for those women who are already married with property subject to the restraint. These women are not to be in the same position as other members of the community as to the right to contract with respect to their restrained property, for to their property only can this disability be made to attach. Nor can the creditor of such married woman enforce a judgment against her by attaching her restrained income before it comes to her hands.

The Committee stigmatises this as "a not very creditable means of defeating creditors" and also describes the restraint as no longer "consistent with the present position of the married woman." The Committee were asked to propose such revision as was required by "modern conditions." There is surely, then, some *non-sequitur* in the logic guiding them that they should put forward a proposal which will ensure the continuance of the operation of the restraint for the next fifty or sixty years, or so long as any of the women left under the ban may survive.

The continuance of the operation of the restraint is not only a hardship for these women and for all who have dealings with them, it is a hardship for all married women. It makes the law applicable to them more complicated. Those who have dealings with them cannot know to which class of married women they belong. The dead hand of the settlor should not be allowed to prevent this much-needed reform being made applicable to all married women.

Pump-court, E.C.4. CHRYSTAL MACMILLAN.
31st December, 1934.

Mortgagors' Notices.

Sir,—We have recently come across cases where mortgages are paid off and the mortgagees have insisted upon the full six months' interest being paid, whether they re-invest the money or not.

These days when properties are changing hands frequently it is necessary for an owner to be able to transfer his property easily.

Three months' notice is all that a mortgagee has to give to call in an advance, and so equally should it be that a mortgagor should only be bound to give three months' notice. It seems necessary that an Act of Parliament should be passed to alter this inequality.

Soho-square, W.1. A. E. HAMLIN, BROWN & Co.
21st December, 1934.

Reviews.

The Road Traffic Acts, 1930 *to* 1934, *and the Orders issued thereunder.* By GERAINT REES, B.A., LL.B., of the Inner Temple, and the South Wales Circuit, Barrister-at-Law, and ARTHUR G. DENNIS, LL.M., Solicitor. 1934. Royal 8vo. pp. lxxi and (with Index) 646. London, Liverpool, Birmingham and Glasgow: The Solicitors' Law Stationery Society, Ltd. 30s. net.

The task of presenting in a fully detailed yet intelligible form the mass of legislation comprised in statutes, regulations and orders, which during recent years has been formulated with regard to road traffic is no light one. The Road Traffic Act, 1930, has been amended by the Road Traffic (Amendment) Act, 1931, the Local Government Act, 1933, the London Passenger Transport Act, 1933, the Road and Rail Traffic Act, 1933 and—extensively—by the Road Traffic Act, 1934. In this book an introduction of nearly forty pages shows clearly what amendments have been effected and enables the reader to see at a glance the general scope and purpose of the various statutes. The texts of the short Amending Act of 1931 and of the Road Traffic Act, 1934, have been set out in full, while all amendments made by subsequent Acts are incorporated into the text of the "Principal" Act; the insertions, omissions or amendments being indicated in the text or footnotes. The plan of printing in *italics* between square brackets the provisions of the Act of 1930 repealed by the Act of 1934, while omitting provisions repealed by Acts prior to that last named has been adopted for both statutes and regulations. Useful footnotes are provided to the statutes, and the date from which various sections of the Act of 1934 come into operation are clearly indicated. Part I, comprising about three-fifths of the book, deals with the statutes, while Part II deals with the orders and regulations, both statutory and provisional, made thereunder. This part is prefaced by an alphabetical table which should prove useful. The three appendices contain respectively statutory definitions of areas relevant to road traffic law, forms relating to public service vehicles, and regulations of November last, issued too late for insertion in the body of the book. A useful feature is an order form under which the publishers undertake at a nominal charge to supply purchasers of the book with a copy of all regulations issued after 30th November, 1934, under the Acts. There is a good index. The book may be confidently recommended.

Books Received.

The Scottish Law Directory for 1935. Forty-fourth year. Demy 8vo. Glasgow, Edinburgh and London: William Hodge & Co., Ltd. 10s. net.

The Law of Maintenance and Champerty. By EDMOND H. BODKIN, B.A., of Lincoln's Inn, Barrister-at-Law. 1935. Demy 8vo. pp. xxxii and (with Index) 212. London: Stevens & Sons, Ltd. 10s. net.

The Law Quarterly Review. Vol. LI, No. 201. January, 1935. Edited by A. L. GOODHART, D.C.L., LL.D. London: Stevens & Sons, Ltd. 7s. 6d. net.

Law of Procedure. By W. NEMBHARD HIBBERT, LL.D. (Lond.), of the Middle Temple, Barrister-at-law. Fifth Edition. 1935. Demy 8vo. pp. xv and (with Index) 135. London: Sir Isaac Pitman & Sons, Limited. 7s. 6d. net.

Notes of Cases.

Court of Appeal.

Kneen (Inspector of Taxes) *v.* Martin.

Lord Hanworth, M.R., Slesser and Romer, L.JJ.
26th November, 1934.

REVENUE — INCOME TAX — RESIDENT IN ENGLAND — DOMICILED ABROAD—INCOME AND INVESTMENTS ABROAD NOT BROUGHT HERE — SECURITIES SOLD — PROCEEDS SENT TO ENGLAND—INCOME TAX ACT, 1918 (8 & 9 Geo. 5, c. 40), Sched. D., Case V, r. 2.

Appeal from a decision of Finlay, J.

Since 1925 the respondent had resided in England, but remained domiciled in the United States where she had investments and income which was either spent there or wholly invested there. In 1930-1931 and 1931-1932 certain of her securities there were sold, the proceeds of sale being paid into a capital account and remitted to her in England. These moneys which amounted to about £5,000 in each year formed her living expenses. Finlay, J., held that these remittances were not liable to tax.

Lord HANWORTH, M.R., dismissing the appeal, said that the case fell within Sched. D. Case V, r. 2 of the Income Tax Act, 1918. The Crown had argued that inasmuch as there was money received in this country, it should be assessed, but that there should be an adjustment of figures by reference to the income arising in the United States and ascertained to be available for remittance, the sum here being held as a pledge and a less sum being charged to tax if it were shown that the income accrued abroad was smaller than the amount remitted. This contention could not prevail. Income tax was not charged on capital: *London County Council* v. *Attorney-General* [1901] A.C., at p. 35, and *Colquhoun* v. *Broooks*, 14 A.C. 493. The rule here in question could not bear so wide an interpretation as the Crown contended.

SLESSER and ROMER, L.JJ., agreed.

COUNSEL: *The Attorney-General* (Sir Thomas Inskip, K.C.) and *R. Hills; Latter*, K.C., and *T. N. Donovan.*

SOLICITORS: *Solicitor of Inland Revenue, Corbould, Rigby and Co.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

Stewart (Inspector of Taxes) *v.* Lyons.

Lord Hanworth, M.R., Slesser and Romer, L.JJ.
27th November, 1934.

REVENUE—INCOME TAX—DISPUTE AS TO VALUATION—CALLING IN A PERSON OF SKILL—RULES AS TO VALUATION—INCOME TAX ACT, 1918 (8 & 9 Geo. 5, c. 40), s. 138.

Appeal from a decision of Finlay, J.

A dispute having arisen in an assessment as to the annual value of certain premises owned by the respondent, he asked, under s. 138 of the Income Tax Act, 1918, that a valuation should be made by a person of skill. A valuer and surveyor was appointed, who took the superficial area of the premises, and, having given it a certain value, placed his valuation at sums between £1,200 and £1,400 for the years in question. He had no regard to his knowledge that the rents actually paid amounted to about £2,000. He proceeded on the basis that s. 138 set aside Sched. A of the Act, relating to the ascertainment of annual value and provided for a completely independent valuation. Finlay, J., held that the Commissioners of Inland Revenue were bound to accept this valuation.

Lord HANWORTH, M.R., allowing the appeal, said that to hold that the valuation of a person of skill *per se* took the place of a valuation by the Commissioners was to misread s. 138. The observation of Lord McLaren to that effect in *Stocks* v. *Sulley*, 4 T.C. 98 at p. 105, was wrong. The annual value was to be determined, not by that valuation, but in accordance with it. The valuation was to furnish the data for the Commisioners whose final determination was implied by sub-s. (3), and must be in accordance with the rules laid down in the Act. The function of the skilled person was to lay to rest differences of opinion existing with regard to the relevant factors.

SLESSER and ROMER, L.JJ., agreed.

COUNSEL: *The Attorney-General* (Sir Thomas Inskip, K.C.) and *R. Hills; Latter*, K.C., and *C. King.*

SOLICITORS: *Solicitor of Inland Revenue: Gisborne & Co.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

Lane *v.* John Mowlem & Co. Ltd.

Greer, Maugham and Roche, L.JJ.
18th, 19th and 22nd October and 3rd December, 1934.

METROPOLIS—BUILDING—POWER STATION—STEEL FRAMEWORK AND REINFORCED CONCRETE—DISTRICT SURVEYOR—FEES PAYABLE—LONDON BUILDING ACT, 1930 (20 & 21 Geo. 5, c. clviii), ss. 58, 59, 173, 227.

Appeal from the King's Bench Division.

During the construction of the Battersea Power Station, the company was employed to clothe the steel framework of the building with brickwork and reinforced concrete. The work was carried out according to plans approved by the London County Council under s. 227 of the London Building Act, 1930, copies of the plans and assents being furnished to the Battersea district surveyor, who, though he did not himself approve the plans, surveyed the work and saw that it was carried out in accordance with them. He now claimed £476 10s. as a fee calculated under Pt. III (*b*) of the Fifth Schedule of the Act. The Divisional Court held that he was not entitled to succeed.

GREER, L.J., in allowing the appeal, said that the question depended on ss. 173 and 227 of the Act. Though s. 6, the definition section, did not define "building" or "structure," this power station was certainly a building or structure within s. 154. It was built subject to the supervision of the district surveyor, who did much work in connection with it. To succeed in his claim he had to bring it under s. 173. Sub-section (2) related to buildings erected under ss. 58 and 59—buildings of metal skeleton and reinforced concrete. The building was erected both under ss. 58 and 59, which were in Pt. VI of the Act, and under s. 227 which provided that where a local authority or company had statutory powers for supplying electricity, its buildings used as a generating station or for works should be deemed to be special buildings to which "the general provisions" of Pts. V, VI and VII of the Act did not apply. If the building was within s. 173 (2), the surveyor's fees were regulated by Pt. IV of the Fifth Schedule, under which he was entitled to a fee equal to the amount payable under Pt. III (*b*). It was intended to preserve the district surveyor's remuneration for the work in relation to steel and reinforced concrete buildings, and to give effect to this intention "general provisions" in s. 227 must be read as meaning something less than all the provisions, and consequently did not include any portion of Pt. VI of the Act which applied, not to buildings generally, but to buildings of the type here in question. The appeal must succeed.

MAUGHAM and ROCHE, L.JJ., agreed.

COUNSEL: *Croom-Johnson*, K.C., and *Duckworth; Wernick.*

SOLICITORS: *C. V. Young & Cowper; A. C. Giles.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

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Rules and Orders.

THE COUNTY COURT FEES (AMENDMENT) ORDER, 1934.
DATED DECEMBER 27, 1934.

The Lord Chancellor and the Treasury, in pursuance of the powers and authorities vested in him and them respectively by section 165 of the County Courts Act, 1888,* as amended by the County Courts Act, 1924,† section 2 of the Public Offices Fees Act, 1879,‡ and section 305 of the Companies Act, 1929,§ do hereby, according as the provisions of the above mentioned enactments respectively authorise and require him and them, make, concur in, and sanction the following Order:

1. In this Order a Fee referred to by number means the Fee so numbered in the table of Fees contained in the Schedule to the County Court Fees Order, 1931.‖

2. In Fee No. 12 the words "On an application for a jury" shall be substituted for the words "On giving notice of demand for a jury," and in the note the words "The party applying" shall be substituted for the words "The party giving the notice": provided that this paragraph shall not apply where a notice of demand for a jury is given in proceedings commenced before the 1st January, 1935.

3. In the heading to Fee No. 45 the words "The Local Government Act, 1933" shall be substituted for the words "The Ballot Act, 1872."

4. Fee No. 52 shall be revoked.

5. In Fee No. 56 the figure "13" shall be substituted for the figure "71."

6. The following amendments shall be made in Fee No. 57:—

(*a*) In paragraph (i) the expression "21, 22 or 24" shall be substituted for the expression "10, 10a or 11."

(*b*) In paragraph (ii) the figure "8" shall be substituted for the figure "14."

7. In Fee No. 64, in the column headed "Amount of Fee," the expression "or No. 61" shall be added at the end of paragraph (*b*).

8.—(1) This Order may be cited as the County Court Fees (Amendment) Order, 1934.

(2) The County Court Fees Order, 1931, shall have effect as amended by this Order.

(3) This Order shall come into operation on the 1st day of January, 1935.

Dated the 27th day of December, 1934.

Sankey, C.
Austin Hudson. } Lords Commissioners of His
Walter J. Womersley. } Majesty's Treasury.

* 51-2 V. c. 43. † 14-5 G. 5. c. 17. ‡ 42-3 V. c. 58.
§ 19-20 G. 5. c. 23 ‖ S.R. & O. 1931 (No. 487) p. 184

Legal Notes and News.

Honours and Appointments.

The Lord Chancellor has appointed Mr. JOHN PERRIN ERRINGTON to be the Registrar of Wigton County Court as from the 1st January, 1935. Mr. Errington was admitted a solicitor in 1905.

The Lord Chancellor has appointed Mr. GILBERT HICKS to be the Registrar of Shoreditch County Court as from the 1st January, 1935.

The Lord Chancellor has appointed Mr. WALTER JOHN JOSEPH to be the Registrar of Harleston, North Walsham and Norwich County Courts and District Registrar in the District Registry of the High Court of Justice in Norwich as from the 1st January, 1935. Mr. Joseph was admitted a solicitor in 1890.

The Lord Chancellor has appointed Mr. BERNARD HARTLEY RICHARDSON to be the Registrar of Bodmin County Court as from the 1st January, 1935. Mr. Richardson was admitted a solicitor in 1902.

The Lord Chancellor has appointed Mr. JOSEPH BAZALGETTE WICKHAM to be Registrar of Westminster County Court jointly with Mr. Wilfred Harry Greenhow, as from the 1st January, 1935.

The Lord Chancellor has appointed Mr. EDWIN GEORGE CHAPMAN WRIGHT to be the Registrar of Northampton, Daventry, Wellingborough, Market Harborough and Rugby County Courts and District Registrar in the District Registry of the High Court of Justice in Northampton as from the 1st January, 1935. Mr. Wright was admitted in 1912.

In the list of New Year Honours in last week's issue we regret the omission of the name of Mr. DOUGLAS MONTAGU GANE, solicitor, senior partner in the firm of Gane & Son, of Gray's Inn, W.C., and Secretary and Treasurer of the Tristan da Cunha Fund, who has been made a Member of the Most Excellent Order of the British Empire. Mr. Gane was admitted a solicitor in 1884.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

			GROUP I.	
DATE.	EMERGENCY ROTA.	APPEAL COURT No. 1.	MR. JUSTICE EVE. Non-Witness.	MR. JUSTICE BENNETT. Witness. Part I.
	Mr.	Mr.	Mr.	Mr.
Jan. 14	Jones	More	Andrews	*Ritchie
,, 15	Ritchie	Hicks Beach	More	*Andrews
,, 16	Blaker	Andrews	Ritchie	*More
,, 17	More	Jones	Andrews	Ritchie
,, 18	Hicks Beach	Ritchie	More	*Andrews
,, 19	Andrews	Blaker	Ritchie	More
	GROUP I.		GROUP II.	
DATE.	MR. JUSTICE CROSSMAN. Witness. Part II.	MR. JUSTICE CLAUSON. Witness. Part II.	MR. JUSTICE LUXMOORE. Witness. Part I.	MR. JUSTICE FARWELL. Non-Witness.
	Mr.	Mr.	Mr.	Mr.
Jan. 14	More	*Jones	*Hicks Beach	Blaker
,, 15	*Ritchie	Hicks Beach	*Blaker	Jones
,, 16	Andrews	*Blaker	*Jones	Hicks Beach
,, 17	*More	Jones	*Hicks Beach	Blaker
,, 18	Ritchie	*Hicks Beach	Blaker	Jones
,, 19	Andrews	Blaker	Jones	Hicks Beach

* The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

HILARY SITTINGS, 1935.

COURT OF APPEAL.

APPEAL COURT No. 1.

Friday, 11th January.—Exparte Applications Original Motions, Interlocutory Appeals from the Chancery and Probate and Divorce Divisions, and if necessary, Appeals from the Chancery Division (Final List).

Appeals from the Chancery Division (Final List) will be continued until further notice.

APPEAL COURT No. II.

Friday, 11th January.—Exparte Applications, Original Motions and Interlocutory Appeals from the King's Bench Division.

Appeals from the Admiralty Division will be taken on Monday, 14th January and following days.

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

GROUP I.

Before Mr. Justice EVE.
The Non-Witness List.

Mondays ..Chamber Summonses.
Tuesdays ..Short Causes, Petitions, Further Considerations and Adjourned Summonses.
Wednesdays Adjourned Summonses.
Thursdays..Adjourned Summonses. Lancashire Business will be taken on Thursdays, the 17th and 31st January, the 14th and 28th February, the 14th and 28th March and the 11th April.
Fridays ,...Motions and Adjourned Summonses.

Before Mr. Justice BENNETT.
(The Witness List. Part I.)

Actions, the trial of which cannot reasonably be expected to exceed 10 hours.

Mondays ..Companies (Winding up) Business.
Tuesdays .. } The Witness List.
Wednesdays } Part I.
Thursdays .. }
Fridays .. }

Before Mr. Justice CROSSMAN.
(The Witness List. Part II.)

Mr. Justice CROSSMAN will sit daily for the disposal of the List of longer Witness Actions.

GROUP II.

Before Mr. Justice CLAUSON.
(The Witness List. Part II.)

Mr. Justice Clauson will sit daily for the disposal of the List of longer Witness Actions.

Before Mr. Justice LUXMOORE.
(The Witness List. Part I.)

Actions, the trial of which cannot reasonably be expected to exceed 10 hours.

Mondays ..Bankruptcy Business.
Tuesdays ... } The Witness List.
Wednesdays } Part I.
Thursdays .. }
Fridays .... }

Bankruptcy Judgment Summonses will be taken on Mondays the 14th January, the 4th and 25th February, the 18th March and 8th April.

Bankruptcy Motions will be taken on Mondays, the 21st January, the 11th February and the 4th and 25th March.

A Divisional Court in Bankruptcy will sit on Mondays the 28th January, the 18th February, 11th March and the 1st April.

Before Mr. Justice FARWELL.
(The Non-Witness List.)

Mondays ..Chamber Summonses.
Tuesdays ...Motions, Short Causes, Petitions, Procedure Summonses, Further Considerations and Adjourned Summonses.
Wednesdays Adjourned Summonses
Thursdays ..Adjourned Summonses.
Fridays ...Motions and Adjourned Summonses.

THE COURT OF APPEAL.

A List of Appeals for hearing, entered up to Saturday, 22nd December, 1935.

FROM THE CHANCERY DIVISION.

(Final List.)

Re Clark Clark v Clark
Mullard Radio Valve Co Ltd v Philco Radio and Television Corporation of Great Britain Ltd
Gibson v A C Cossor Ltd
Owen v Owen
No-Fume Ltd v Frank Pitchford & Co Ltd
Earles Utilities Ltd v Harrison
Re Laidlaw Lewes v King
Harman v Layton-Bennett
Goodenday v New Zealand Sulphur Co Ltd

Kerman v Same
Forster v Williams Deacons Bank Ltd
Lowther v Holdsworth
Re I Weinreb Ltd Re The Companies Act 1929
Re Same Re Same
Re Wills Midland Bank Executor and Trustee Co Ltd v Wills
Lester v Gough

FROM THE PROBATE AND DIVORCE DIVISION.

(Final List.)

Divorce Bevis v Bevis
Divorce Rogerson v Rogerson

FROM THE CHANCERY DIVISION.

(In Bankruptcy.)

Re Lovegrove G Exparte Alfred Applestone and G Lovegrove & Co (Sales) Ltd v The Trustees
Re Lovegrove G Exparte G Lovegrove & Co (Sales) Ltd v The Trustees
Re a Debtor (No. 591 of 1924) Exparte The Debtor v The Petitioning Creditors and the Official Receiver

FROM THE CHANCERY AND PROBATE AND DIVORCE DIVISIONS.

(Interlocutory List.)

Re Bevan Biss v Bevan

FROM THE KING'S BENCH DIVISION.

(Final and New Trial List.)

FOR JUDGMENT.

R & W Paul Ltd v Wheat Commission
Same v Same
Marshall v Lindsey County Council

FOR HEARING.

Eldon v Hedley Brothers
John Shaw & Sons (Salford) Ltd v Shaw
Same v Same
Bray v Shannon
Stock v Schmidt
Hadley v The London Midland and Scottish Railway Co
Symons v Wood
Kitcher v Carrier and anr
Goldmuntz v L M Van Moppes & Sons
Same v Same
Green v Binns & Collins
Pritchard v Loe
Davies v Davies
Grantham v Smythe
Luff v Owen
Higgs v Hastings Corporation
Walker v H Freeman & Son
Cleland v London General Insurance Co Ltd
Van Wyck v Kahn
The Consett Iron Co Ltd v Clavering
Same v Same
Atkins v Williams
Alvis v South End Stevedoring and Porterage Co Ltd
Wilson v Prigoshen
Pruen v Lidderdale
Robinson v Graves
Edwards v Pembroke
Same v Same
Charlton v Addison & Co
Re The Agricultural Holdings Act, 1923 The Ecclesiastical Commissioners for England v Nichols' Assignees
Russell v Wallasey Corporation
Re The Agricultural Holdings Act, 1923 Davies and anr (Tenants) v Hinds (Landlord)
White v Cobham
Wells v Myddelton and ors
Joyce v Leonard
Knight v The World Barter and Trading Co Ltd
Rawstron v Holme
Monroe Brothers Ltd v Ryan
Bath v Forbes
Millars Machinery Co Ltd v David Way & Son
Foskett v The London Passenger Transport Board
Ettridge v Spooner
Cronin v Timpsons & Sons Ltd
Rogers v The Standard Bank of South Africa Ltd
Re The Arbitration Act, 1889 The Lensen Shipping Co Ltd v The Anglo-Soviet Shipping Co Ltd
Peterborough Trust Ltd v Steel Industries of Great Britain Ltd
Deane v South Eastern Farmers Ltd
Rogers v London Passenger Transport Board
Mitchell v Alexander
Nabb v Faraday
Rhodes v London Passenger Transport Board
Barrett v The London General Insurance Co Ltd
Revell v Same
Algemeene Bankvereeniging v Langton
H M Postmaster-General v Birmingham Corporation
Kay v Coates
Jones v Cory Brothers & Co Ltd
Williams v T Gorey & Co Ltd
Living Picture Palaces Ltd v Denman Picture Houses Ltd
Wessex Dairies Ltd v Smith
Rickard v Fishman
Holmes v Watt
A S Ocean v Black Sea and Baltic General Insurance Co Ltd

(Interlocutory List.)

Dawson v Hill
Lees v Tanfield

FROM COUNTY COURTS.

Waters v Faulkner
Brown v The Monmouthshire County Council
Thom v Same
Partridge v Same
Buckley v Same
Whiteman Smith Motor Co Ltd v Gowers
Miller v Bovis Ltd
Wright v M A Rapport & Co Ltd
Stein v Gates
Thomas v Jacobs
Rosetta v Hethey
Hale v Palmer
Mutual Finance Indemnity and Guarantee Corporation Ltd v Lingwood
Robert R Paton (Incorporating Frank Munn) Ltd v South Western Tar Distilleries
Re Keen Grocers Ltd Re The Companies Act 1929
Re Same Re Same
Waring v Kenyon & Co (1927) Ltd
Watt v Watt
Moore v Gordon & Phillips Ltd
McGuiness v Preston Corporation
Savage v Wilson
Re The Chancel Repairs Act 1932 Wickhambrook Parochial Church Council v Croxford
Wills & Packham Ltd v Clinch
Porter v Cramp
Fitch v Austins of East Ham Ltd
S Kemp & Co v Wilson
Eldorado Ice Cream Co Ltd v Hunt
Light & Fulton (a firm) v McVittie
Long v Lawson
G & T Earle Ltd v Francis
Properties Utility Co Ltd v Pollak
John Adams Ltd v James F Moore Ltd
Wilson v Hyde
Tompkins v Macleod
Eaton v Donegal Tweed Co Ltd
Sleap v Davison
Re The Companies Act, 1929 Re C Jackson & Co (Manchester) Ltd
William Ferguson (Hardware and Fireplaces) Ltd v McMahon
Johnson Bros (Dyers) Ltd v Davison
Murray v Foster
British Provincial and General Films Ltd v Sabrina Cinema Ltd
Yardy v Greenwood
Lewis v Champion Druce & Co
Parker v Monmouthshire County Council
New Era Press v Marshall's Amusements
Fitzpatrick v Marendaz Special Cars Ltd
Milk Marketing Board v Williams
Marks v Bolsom

(Re The Workmen's Compensation Acts.)

Swan v Pure Ice Co Ltd
Jackson v Canham
Taylor v The Church Union
Tucknott v The East Sussex County Council
Pascoe v Cunnack
Boyle v Union Cold Storage Co Ltd
Darracq Motor Engineering Co Ltd v Seaward
Haslam v Selby Mill Ltd
Ince v Pulling & Wolsley Ltd
Gould v Duple Bodies & Motors Ltd

FROM THE ADMIRALTY DIVISION.

(Final List.)

With Nautical Assessors.

"Capulin" 1934 Folio 32 The Owners of s.s. "Sherwood" v The Owners of s.s. "Capulin"
Same v Same
"Erling Lindoe" 1934 Folio 6 The Owners of s.s. "Hakone Maru" v The Owners of s.s. "Erling Lindoe"
Same v Same
"Baltara" 1933 Folio 243 The Owners of s.s. "Cresco" v The Owners of s.s. "Baltara"
"Umona" and "Sirius" 1934 Folio 92 South Metropolitan Gas Co v The Owners of s.s. "Umona" and The Owners of s.s. "Sirius"

(Interlocutory List).

"London Corporation" 1934 Folio 135 Imperial Direct Line Ltd v The Owners of s.s. "London Corporation"
"Arpad" 1931 Folio 153 Owners of s.s. "Arpad" v Spear and Thorpe

Standing in the "ABATED" List.

FROM THE KING'S BENCH DIVISION.

(Final List.)

Clark v Mayhew
Barclay v Turner (s.o.—liberty to apply)

Original Motion.

Same v Same (s.o.—liberty to apply)

FROM COUNTY COURTS.

Deen v Davis and anr (s.o. generally Oct 16, 1934).

HIGH COURT OF JUSTICE—CHANCERY DIVISION.

There are Three Lists of Chancery Causes and matters for hearing in Court. (I) Adjourned Summonses and Non-Witness actions; (II) Witness Actions Part I (*the trial of which cannot reasonably be expected to exceed 10 hours*) and (III) Witness Actions Part II; every proceeding being entered in these lists without distinction as to the Judge to whom the proceeding is assigned. During the Sittings there will usually be two Judges taking each of these lists and warning will be given of proceedings next to be heard before each Judge. Applications in regard to a "warned" matter should be made to the Judge before whom it is "warned."

Applications in regard to a proceeding which has not been "warned," should usually be made to the senior of the two Judges taking the list in which the proceeding stands.

Motions, Short Causes, Petitions and Further Considerations will be taken by that one of the Judges taking the Non-Witness List who belongs to the group to which the proceeding is assigned.

GROUP I:—Mr. Justice EVE, Mr. Justice BENNETT and Mr. Justice CROSSMAN.

GROUP II:—Mr. Justice CLAUSON, Mr. Justice LUXMOORE and Mr. Justice FARWELL.

HILARY SITTINGS, 1935.

The Adjourned Summons and Non-Witness List will be taken by Mr. Justice EVE and Mr. Justice FARWELL.

The Witness List Part I will be taken by Mr. Justice LUXMOORE and Mr. Justice BENNETT.

The Witness List Part II will be taken by Mr. Justice CLAUSON and Mr. Justice CROSSMAN.

Motions, Short Causes, Petitions and Further Considerations in matters assigned to Judges in Group I will be heard by Mr. Justice EVE.

Motions, Short Causes, Petitions and Further Considerations in matters assigned to Judges in Group II will be heard by Mr. Justice FARWELL.

Companies (Winding up), Liverpool and Manchester District Registries and Bankruptcy business will be taken as announced in the Hilary Sittings Paper.

Set down to 22nd December, 1934.

Mr. Justice EVE and Mr. Justice FARWELL.

Adjourned Summonses and Non-Witness List.

Before Mr. Justice EVE.

Retained Matters.

Adjourned Summons.

Re Courage's Settlement Courage v Williams (s.o. to Easter, 1935)

Witness List. Part II.

Plaza (Worthing) Ltd v Rowlands Estates Ltd (not before 14 days after trial of K.B. action)

Chesham v Chesham Urban District Council (pt hd)

Short Cause.

Delta Metal Co Ltd v Delta Manufacturing Co

Procedure Summonses.

Rowe v Portman Bldg Socy Incorporated

Galbraith v McKenna

Before Mr. Justice FARWELL.

Retained Matters.

Witness List. Part I.

Re Dean's Settlement Dean v Briggs (pt hd s.o. to Feb. 28)

Adjourned Summonses.

Re Jackson Hall v Young

Re Laye Hall v Laye (restored)

Re Boyer Neathercoat v Lawrence (restored)

Short Causes.

Re Roberts Roberts v Thompson

Willcocks v Surrey Fish Supply Co Ltd

Mr. Justice EVE and Mr. Justice FARWELL.

Adjourned Summonses and Non-Witness List.

Re William Bailey (Birmingham) Ltd's Application No. 539218 Re A C Gilbert Co's Opposition No. 9282

Re Stanton Baxter v Giddens

Re Gowenlock Jones v Gowenlock

Re Roberts Donner v Keble College Oxford

Re Forbes Forbes v Lamb

Re Lewis Jones v Lythgoe

Re Beal Beal v Beal

Re Young Morgan v Marks

Re Hill Barclays Bank Ltd v Hill

Re Hazeldine Hazeldine v Little

Re Tees Conservancy Act, 1907 Tees Conservancy Commissioners v James

Re Peachey Peachey v Bright

Re Ansell Ansell v Tallerman

Re Parsons Thompson v Parsons

Re Greenwood's Contract Re Law of Property Act, 1925

Re Fowler Fowler v Fowler

Re Hine Hine v Sanders

Re Baillie Gulland v Chatelan

Re Kelland Gibbins v Bird

Re Howard Lancaster v Rushton

Re Myland Myland v Myland

Re Hall Cobbett v Hall

Re Brine & Davies Contract Re Law of Property Act, 1925

Re Hickman Hickman v Munday

Re Fish Bagley v Thorogood

Re Jones Lloyds Bank Ltd v White

Re Telegraph Construction and Maintenance Co Ltd's Deed The Company v Selborne

Re Rainsford Stevens v Rainsford

Shipley Urban District Council v Bradford Corporation

Re Tompso Dnay v Tompson

Re Bottomley Middlemost v Bottomley

Re Law Law v Treherne

Re Bullock-Webster Royal Exchange Assurance v Royal Trust Co of Canada

Re Peacock Peacock v Peacock

Re Young Glyn Mills & Co v Clerk

Re Same Bazeley v Glyn Mills & Co (restored)

Re Cripps Freeland v Cripps

Re Crabb Sanderson v Gawith

Re Davies Davies v Elden

Re Lang Knight v Seaton

Re Letherbrow Hopps v Dean

Re Layton Watson v Layton

Re Nalder Carruthers v Nalder

Re Same Monnington v Same

Re Gifford Gifford v Gifford (to come on with Petition)

Re Catlin Chapman-Walker v King Edward's Hospital Fund for London

Re Carlyon Carlyon v Carlyon

Re Randall Pearse v Power

Re Lund Williamson v Crosthwaite

Re Piccadilly Theatre (1928) Ltd Gates v The Company

Mr. Justice CLAUSON and Mr. Justice CROSSMAN.

Witness List. Part II.

Before Mr. Justice CLAUSON.

Retained Matters.

Witness List. Part II.

Brickman v Hirsch

Witness List. Part I.

Green v Amalgamated Engineering Union

Motion.

Draper v Trist

Adjourned Summonses

Re Finney Tweedie v Field-Moser (fixed for Jan 11, to be mentioned)

Re Sharratt Cowling v Hildesley (fixed for Jan 11)

Re Bowden Norman v Johnson (fixed for Jan 11)

Re Goodwin Coulton v Fallowes (fixed for Jan 11)

Re Hafod Colliery Pension Fund Bennett v Williams (pt hd) s.o. to Jan 11)

Procedure Summons.

Machine Made Sales Ltd v Davies

Before Mr. Justice CROSSMAN.

Assigned Matters.

Re Guardianship of Infants Acts, 1886-1925 Kneel v Kneel (fixed for Jan 14)

Re Same Rhodes v Rhodes (fixed for Jan 14)

Re Same Elliss v Elliss

Adjourned Summons.

Re Palmer Palmer v Palmer (pt hd) s.o. to Jan 11)

Mr. Justice CLAUSON and Mr. Justice CROSSMAN.

Witness List. Part II.

Re Petition of Right of Liverpool Corporation (not before Easter)

Barton v Alliance Economic Investment Co Ltd (restored)

Mackenzie v Darragh Smail & Co Ltd

Smith v Martley Rural District Council

Martley Rural District Council v Kington

Dammann Asphalt Co (Gt Britain) Ltd v Dammann Asphalt Co (Madley Wood) Ltd

Re Poso-Graph (Parent) Corporation Ltd Re Companies Act, 1929

Trico Products Ltd v "Romac" Motor Accessories Ltd (not before Feb. 1)

Attorney-General v Penhale Estates Ltd

Re Marten Marten v Marten

Limasol Manufacturing Co Ltd v Charles MacIntosh & Co Ltd (not before Jan 14)

London Clinic & Nursing Home Ltd v Harley Trust Ltd.

North v Singer

Pettiward v Cholmeley (not before Feb 1)

Smith v Astra-National Productions Ltd

British Acoustic Films Ltd v R C A Photophone Ltd (not before Feb 1)

Same v Nettlefold Productions (a firm) (not before Feb 1)

Madlener v Helbert Wagg & Co Ltd. (s.o. for security)

Willsons (London & Provinces) (1933) Ltd v H Wilson (a firm) (fixed for Jan 14)

Davies v Wilcox

Re J M Newton Vitreo Colloid (1928) Ltd Re Companies Act, 1929

Newton Chambers & Co Ltd v Neptune Waterproof Paper Co Ltd

Cole v Ever Ready Co (Gt Britain) Ltd. (not before Jan 15)

Terry v Spencer & Beattie (a firm)

Nicholls v Ely Beet Sugar Factory Ltd

Holland v James (fixed for Jan 15)

Re F George King Ltd Re Companies Act, 1929

Woodhouse v Gawler

Re Morgan's Settlement Morgan v Morgan

The Cheapside Land Development Co Ltd v Leacock & Co Ltd

Sides v Carters Knottingley Brewery Co Ltd

Desoutter v Ferguson (not before Feb 4)

Linaker v Linaker

Ash v Dickie

Tinline v Barlow

Manbre & Garton Ltd v Albion Sugar Co Ltd

Re Vigneron's Patent Re Patents and Designs Acts, 1907-32 (not before Feb 7)

V D Ltd v Boston Deep Sea Fishing & Ice Co Ltd (not before Feb 7)

Swales v White

Butler v Burfoot

Simon v Crossley Brothers (a firm)

Freehold Estate Development Co Ltd v Mellor

Re Beardmore Trust Ltd Re Companies Act, 1929

Royal Society for the Protection of Birds v Andrews

Watson v Cohen

Hays v R J Hamer & Sons Ltd

Harvey v Adams

Sussman v Sussman

Sheridan v Rawson

Cohen v Arnold

Hossack v Triangle Services Ltd

Hedley v McCowen

Fuller v Doran

Plimmer v Allison

Tidswell Bailey & Tidswell Ltd v Ch Goldrei Fouchard & Son (a firm)

Re Carlton Gown Co (London) Ltd Re The Companies Act, 1929

Marks & Spencer Ltd v Abrahams

Hogg v International Safety Films Ltd

Frusher v Frusher

Keenan v Smithers

Moffat v Bayley

Hearts of Oak Assurance Co Ltd v James Flower & Sons (a firm)

Houndsditch Warehouse Co Ltd v. Houndsditch Wholesale Furniture Co Ltd

Attorney-General v Ecclesiastical Commissioners for England

Coutts & Co. v Somerville

Wath-upon-Dearne Urban District Council v John Brown & Co Ltd

Silverman v Trister

Re Onslow China Clay Ltd Crook v The Company

Re Morton Morton v Morton

Mr. Justice LUXMOORE and Mr. Justice BENNETT.

Witness List. Part I.

Actions, the trial of which cannot reasonably be expected to exceed 10 hours.

Before Mr. Justice LUXMOORE.

Assigned Petition.

Re Societe Anonyme Solex Re Patents and Designs Acts 1907-1932

Retained Action.

Ridley v Lee pt hd (s.o. to Jan 14 at 12 o'clock)

Before Mr. Justice BENNETT.

FOR JUDGMENT.

Witness List. Part II.

R C A Photophone Ltd v Gaumont-British Picture Corporation Ltd (pt hd)

Companies Court.

Petitions.

Alliance Bank of Simla Ltd (to wind up—ordered on Dec 21 1931, to s.o. generally—liberty to restore)

Dwa Plantations Ltd (same—ordered on Nov 26, 1934 to s.o. generally—liberty to restore)

Britivox Ltd (same—ordered on Nov 16, 1931 to s.o. until action disposed of—liberty to restore)

London Clinic and Nursing Home Ltd (same—ordered on May 8, 1933 to s.o. generally—liberty to apply to restore)

Limasol Manufacturing Co Ltd (same—ordered on May 8, 1934 to s.o. generally—liberty to apply to restore after action disposed of)

Mitcham Creameries Ltd (same—ordered on Oct 15, 1934 to s.o. generally—liberty to apply to restore after action disposed of)

Essex Builders Ltd (same—ordered on Oct 16, 1934 to s.o. generally—liberty to apply to restore)

Davy Brothers Ltd (same—s.o. from Dec. 3, 1934 to Jan 14, 1935)

Llangennech Tinplate Co Ltd (same—s.o. from Dec 17, 1934 to Jan 11, 1935—retained by Mr Justice Eve)

T Knowles & Co (Builders) Ltd (same—s.o. from Dec 17, 1934 to Jan 21, 1935)

London Pageant of Labour Society Ltd (same—s.o. from Dec 10, 1934 to Jan 28, 1935)

Super Petrol and Oil Co Ltd (same—s.o. from Dec 10, 1934 to Jan 14, 1935)

Independent Tobacco Co Ltd (same—s.o. from Dec 17, 1934 to Jan 14, 1935)
Turner & Co (Bakers) Ltd (same—s.o. from Dec 21, 1934 to Jan 14, 1935)
Frank Wynne & Co Ltd (same—s.o. from Dec 17, 1930 to Jan 14, 1935)
Lockwood & Bradley Ltd (same)
Maple Flock Co Ltd (to wind up)
Pannell & Burgess Ltd (same)
Leonard Collins Ltd (same)
H Schneider & Co Ltd (same)
W Fisher Ltd (same)
Malta Stone & Marble Co Ltd (same)
Universal Sports Co Ltd (same)
Meakers Chalet Stores Ltd (same)
Martin & Driscoll Ltd (same)
Bristol Ice Skating Rink Ltd (same)
Selka Rubber Works Ltd (same)
Thomas Derrick Ltd (same)
Joseph Unsworth Ltd (same)
B Bloom Ltd (same)
Redways Ltd (same)
United Service Bureau Ltd (same)
Silverdore & Co Ltd (same)
Tobacco Distributors Ltd (same)
Grosvenor Gowns Ltd (same)
Kaydor Ltd (same)
Davis Brothers Illuminating Engineers Ltd (same)
R Segal (Furniture) Ltd (same)
Marguerite (Harlesden) Ltd (same)
Rotary Smelting Ltd (same)
Central Direct Supply (London) Ltd (same)
Sarsfield Walsh & Co Ltd (same)
Hertz Ltd (same)
Ben Cohen Ltd (same)
Blenheim Estate Co (same)
Blatcher & Turner Ltd (same)
Paul Ruinart (England) Ltd (to confirm reduction of capital)
British Woollen Cloth Manufacturing Co Ltd (same—ordered on Dec 8, 1930 to s.o. generally—liberty to restore)
Charles Brown & Co Ltd (to confirm reduction of capital)
Fern Vale Brewery Co Ltd (same)
C H Hare & Son Ltd (same)
British (Non-Ferrous) Mining Corporation Ltd (same)
Strange the Printer Ltd (same)
P I V Chain Gears Ltd (same)
R Coggins & Sons Ltd (same)
Tondu Brickworks Co Ltd (Same)
Alfred Jubb & Son Ltd (same)
Williams Brothers & Piggott Ltd (same)
Smith Stone & Knight Ltd (same)
Alex Reid & Lefevre Ltd (same)
James Wiley & Sons Ltd (same)
Mawdsley's Ltd (same)
Osbeck & Co Ltd (same)
Gold Brothers Ltd (same)
Carbic Ltd (same)
Gresham Street Warehouse Co Ltd (to confirm alteration of objects)
Society of Certificated Teachers of Pitmans Shorthand and other Commercial Subjects Ltd (same)
George Glover & Co Ltd (same)
Fletcher Russell & Co Ltd (same)
Clarks Stove Co Ltd (same)
Richmonds Gas Stove Co Ltd (same)
Joseph Rank Ltd (same)
I Beer & Sons Ltd (same)
Royal Institute of Public Health (same)
Dorricotts Ltd (to sanction scheme of arrangement)
Middlesex Banking Co Ltd (same)
Croydon Times Ltd (same)
Slate Slab Products Ltd (to sanction scheme of arrangement and confirm reduction of capital)
Truman Hanbury Buxton & Co Ltd (substitute Memorandum and Articles of Association for Articles of Association)
Colchester Brewing Co Ltd (s. 155)
Queen's Club Garden Estates Ltd (s. 155)
Western Mansions Ltd (s. 155)
Metallic Seamless Tube Co Ltd (s. 155)
Chesterfield Tube Co Ltd (s. 155)
British Italian Banking Corporation Ltd (s. 155)
E W Rudd Ltd (to confirm reorganisation of capital)

Motions.

Trent Mining Co Ltd (ordered on July 31, 1931 to s.o. generally—liberty to restore)
Kings Cross Land Co Ltd (ordered on June 26, 1934 to s.o. generally—liberty to apply to restore)
Flactophone Wireless Ltd (ordered on July 10, 1934 to s.o. generally)

Adjourned Summonses.

Orchorsol Sound Reproduction Ltd (Application of T Froude—with witnesses—ordered on Nov. 11, 1932 to s.o. generally)
Marina Theatre Ltd (Application of F H Cooper—with witnesses—ordered on May 10, 1933 to s.o. generally—liberty to apply to restore)
W Smith (Antiques) Ltd (Application of Liquidator—with witnesses—ordered on Dec. 8, 1932 to s.o. generally)
Whitehaven Colliery Co Ltd (Application of Liquidator—ordered on May 14, 1934 to s.o. generally—liberty to apply to restore)
New Central Hall Blackburn Ltd (Application of Liquidator—with witnesses—ordered on Nov. 6, 1934 to s.o. generally—liberty to apply to restore)
Essex Radio Supplies Ltd(Application of Official Receiver and Liquidator—with witnesses—ordered on Oct. 31, 1934 to s.o. generally)
Phoenix Underwear Ltd (Application of Liquidator—with witnesses)
Nautilus Steam Shipping Co Ltd (Application of D Blair and ors)
Whitehaven Colliery Co Ltd (Application of D H Vickers)
Lucette (Bradford) Ltd (Application of Joint Liquidators—with witnesses)
Remirto Ltd (Application of Liquidator—with witnesses)
Henson Cabinet Co Ltd (Application of Liquidator—with witnesses)
Yagerphone Ltd (Application of H Yager (London) Ltd—with witnesses)
Combined Leaseholds No. 2 Ltd and anr v Kings Cross Land Co Ltd and ors (Application of Plaintiffs—with witnesses)
Parent Trust & Finance Co Ltd (Application of M Samuel & Co Ltd—with witnesses)
H Phillips & Co Ltd (Application of N H Huttenbach—with witnesses)

Mr. Justice LUXMOORE and Mr. Justice BENNETT.

CHANCERY DIVISION.

Witness List. Part I.

Graham v Pemberton
Parkinson v Peacock
Bayntun v Edmed
Taylor v Wrigg
Roith v Fashion Gown Manufacturers Ltd
Re Stodart Stodart v Stodart
Merritt v Merritt & Thatcher Ltd (s.o. for King's Bench action)
Corfield v Green
Osmond & Son Ltd v Norridge
Re Hookway Re Taxation of Costs (with witnesses)
Allied Film Production Ltd v London Screen Plays Ltd
Wheeler v West Kent Estates Ltd (not before Jan. 19)
Same v Same (not before Jan 19)
Gould v Rands
Maxwell v Maxwell
Mullen v Keston
Joseph v Morgan
Gamba Ltd v Moscatelli
Nixon v Chown
Kenney v Smith
Pollard v Cowen
Martin v Rotoplunge Pump Co Ltd

HIGH COURT OF JUSTICE.
CHANCERY DIVISION.
(In Bankruptcy).

APPEALS AND MOTIONS IN BANKRUPTCY.

Pending 21st December, 1934.

APPEAL FROM COUNTY COURTS to be heard by a DIVISIONAL COURT sitting in Bankruptcy.

Re a Debtor (No. 75 of 1934) exparte the Debtor v The Petitioning Creditor and The Official Receiver Appeal from the County Court of Lancashire (Manchester)

MOTIONS IN BANKRUPTCY for hearing before the Judge.

Re Boswell, T F Exparte The Official Receiver (Trustee) v The Bankrupt
Re Laine, L H Exparte The Trustee v Milton Tin Stampings Ltd
Re Wise, N Exparte Arthur Moles v The Trustee
Re Cormack, D Exparte The Trustee v Stehli and Co
Re The Hon T G Coventry Exparte The Trustee v Montreal Trust Co
Re Feldman, D Exparte The Trustee v Feldman Bros Ltd, Lazarus Feldman and Jack Feldman

KING'S BENCH DIVISION.

CROWN PAPER—For argument.

Belton v Crowle District Drainage Board
Belton and anr v Same
Lilley and Skinner Ltd v Essex County Valuation Committee
The King v Milk Marketing Board
Poore v John Lysaght Ltd
Same v Same
Batchelor v Smith
Goad v Coker
Same v Hazel
Curry v Crowhurst
L.C.C. v Owner of Nos. 7, 11, 13, 15, 17 and 19, Harling-street, Camberwell
Pike v Davis
Pearce v Elms
J H Dewhurst Ltd v Eddins
Clack v Clack
Lee v Craven
Davies v Perry
Stanley v Weardale Steel, Coal and Coke Co Ltd
Waller v Architects Registration Council of the United Kingdom
Moore v Tweedale
The King v J B Sandbach, Esq (exparte Williams)
Turton v Richardson
Richmond v Norwich (River Yare) Commrs
Ashton v Derby Co-operative Provident Soc Ltd
The King v Recorder of Salford (exparte Ogden and anr)
The King v Whitley & Monkseaton U.D.C. (exparte Pilgrim Investment Trust Ltd)
Birch v L.C.C.
Essex County Council v L.C.C.
Hannaford v May
May v Hannaford
Forrest v E F Carter Ltd
Phillips v Autocar Services Ltd
H.M. Commrs of Sewers v Cheffings
Lindley v Hendry
Maidment v Swain
Sowter v Steel Barrell Co Ltd
Territorial Army Assoc for County of Derby v Assessment Committee for South Eastern Area and anr
The Mayor, etc. of Guildford v Horner
Cotterill v Penn
The King v Walton (exparte Todd)
Wurzal v Stewardson and anr
The King v W H Gilbert, Esq and ors. Jjs for Dunheven (exparte Evans)
Pickering v Drew
The King v Durham County Council (exparte Sedgefield Burial Joint Committee and anr)
White v Fell
The King v Special Commrs of Income Tax (expart Elmhirst)
Townley Mill Co 1919 Ltd v Assessment Committee for Oldham
Andrews v Fournier
N Passmore Ltd v Petts and anr
Mower v Ridd
Gibson v Dixon
Absalom v Bexley U.D.C.
The King v Assessment Committee of the South Eastern Essex Assessment Area (exparte Patterson)
Jeffs v Wells
Derbyshire County Council v Middlesex County Council
L.C.C. v Berkshire County Council
Thomas v Sawkins
Norris & Co (Builders) v Surrey County Council
Tendler v Dunn
Newman v Portsea Printing Works Ltd
Vann v Eatough

CIVIL PAPER—For Hearing.

In re Solicitors Re Taxation of Costs
Thornton-Smith v Finch
Port Talbot Corporation v Trustees of the Margam Estate
Bestwood Coal & Iron Co Ltd v The Executive Board and ors
Sismanoglou v Hill Top Mill Co Ltd
The Company of Proprietors of the Southampton and Itchen Floating Bridge and Roads v Mayor etc of Southampton
Goldstein v Trustees of the Lodge 33 of the Order Achei Ameth Friendly Society

SPECIAL PAPER.

Evans v Employers Mutual Insurance Association Ltd (Commercial List)
Landauer & Co v Ventura
Altrincham Electric Supply Ltd v Sale U.D.C.
Shephard v Tilling-Stevens Motors Ltd
Walter Judd Ltd v Foster

APPEAL UNDER UNEMPLOYMENT INSURANCE ACT, 1920.

Appeal by Bradshaw Re Deighton and anr

APPEALS UNDER THE HOUSING ACTS, 1925 AND 1930.

City of Plymouth (Octogan and Wootton) Cottages Clearance Order, 1934 (Application of I Fredman)
Baildon Urban (Park Lane Areas) (Tong Park No. 1) Confirmation Order, 1934 (Application of Wm Denby & Sons Ltd)
Folkestone (Radnor Street No. 1) Housing Confirmation Order, 1934 (Application of J J Goddard and anr)

APPEAL UNDER THE PUBLIC WORKS FACILITIES ACT, 1930.

In re Isle of Wight R.D.C. Compulsory Purchase Order
In re Sir J W B Simson, Bart

REVENUE PAPER—Cases Stated.

T Haythornthwaite & Sons Ltd and T Kelly (H M Inspector of Taxes)
G W Selby Lowndes and The Commissioners of Inland Revenue
Compagnie Air Union and R B Wilson (H M Inspector of Taxes)
Sir James B Henderson and B Archer (H M Inspector of Taxes)
The Commissioners of Church Temporalities in Wales and E V K Bryant (H M Inspector of Taxes)
Thomas Smith Hudson and G N Wrightson (H M Inspector of Taxes)
Hailwood & Ackroyd Ltd and J Frame (H M Inspector of Taxes)
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John Cronk & Sons Ltd and W Harrison (H M Inspector of Taxes)
W G Calder (H M Inspector of Taxes) and Simpson Allanson
J A Browning (H M Inspector of Taxes) and Mrs A F Duckworth
T Kelly (H M Inspector of Taxes) and Mrs Rogers as Trustee under the Will of Harriette Willmer
The Executors of Mrs Katharine L Timpson and E H Yerbury (H M Inspector of Taxes)
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John Arthur Dewar and Commissioners of Inland Revenue
E Fownes Rigden and Commissioners of Inland Revenue
The Carnarvon Estates Company and Commissioners of Inland Revenue
James Crawford (H M Inspector of Taxes) v R S Hudson Ltd
Thomas Paton, as Trustee for Henry Fenton v The Commissioners of Inland Revenue
A H F Dolley (H M Inspector of Taxes) v The Newquay Knitting Co Ltd
C E Ainley (H M Inspector of Taxes) v Frederick Edens
C H Fleetwood-Hesketh and R F Fleetwood-Hesketh v The Commissioners of Inland Revenue
George du Cros v H E Ryall (H M Inspector of Taxes)

ENGLISH INFORMATION.

Attorney-General and Reginald James Burrell and The Hon Patrick Charles Kinnaird

RETIREMENT OF COUNTY COURT REGISTRAR.

Mr. Charles Ernest Cuff, Registrar of Westminster County Court, has retired by operation of the age limit, after forty-six and a half years' service. His departure makes a break in the continuity of representation in the registry of the court by members of his family from the time the county courts began.

Mr. Cuff, who is in his seventy-sixth year, was born at Binderton, near West Dean, Sussex. At seventeen he was articled to his uncle, Mr. Christopher Cuff, the first Registrar of Westminster County Court (1847-1873), who on his death was succeeded in the position by his elder son, Christopher Robert Cuff. His younger son, Herbert Cuff, was then appointed Deputy Registrar. In 1888 Mr. Charles Ernest Cuff succeeded Herbert Cuff as Deputy Registrar, and in 1892 —when the great increase of work at the court made two registrars necessary—was appointed Registrar. The two cousins were joint registrars till December, 1909, when Christopher Robert Cuff resigned owing to ill-health.

At the end of the recent Michaelmas Sittings of Westminster County Court, Mr. Cuff was the object of striking demonstrations of esteem and affection and the recipient of presentations from staff, barristers and solicitors, and warm tributes of appreciation from the Bench. Sir Patrick Hastings, K.C., on behalf of the members of the Bar, presented him with a silver inkstand, and Mr. R. W. H. Hortin, for the solicitors, gave him a silver tankard and a cheque, and offered to place a portrait of Mr. Cuff in the court. Judge Sir Alfred Tobin, K.C., said the portrait would be accepted and hung at Westminster County Court.

ALLIANCE ASSURANCE COMPANY, LTD.

The net new life business completed by the Alliance Assurance Company Limited for the year 1934 was larger than in any previous year—it amounted to £3,589,939.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 24th January, 1935.

	Div. Months.	Middle Price 9 Jan. 1935.	Flat Interest Yield.	‡Approximate Yield with redemption
			£ s. d.	£ s. d.
ENGLISH GOVERNMENT SECURITIES				
Consols 4% 1957 or after	FA	118½	3 7 6	2 17 1
Consols 2½%	JAJO	93⅜	2 13 4	—
War Loan 3½% 1952 or after	JD	110	3 3 8	2 15 8
Funding 4% Loan 1960-90	MN	121½	3 5 10	2 15 10
Funding 3% Loan 1959-69	AO	105⅜	2 16 8	2 13 6
Victory 4% Loan Av. life 29 years	MS	119	3 7 3	3 0 1
Conversion 5% Loan 1944-64	MN	124	4 0 8	2 0 7
Conversion 4½% Loan 1940-44	JJ	113¾	3 19 1	2 0 2
Conversion 3½% Loan 1961 or after	AO	112⅝	3 2 2	2 16 2
Conversion 3% Loan 1948-53	MS	107⅛	2 16 0	2 7 1
Conversion 2½% Loan 1944-49	AO	103⅛	2 8 6	2 2 2
Local Loans 3% Stock 1912 or after	JAJO	98	3 1 3	—
Bank Stock	AO	379½	3 3 3	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	95	2 17 11	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	99	3 0 7	—
India 4½% 1950-55	MN	114½	3 18 7	3 5 2
India 3½% 1931 or after	JAJO	99⅛	3 10 4	—
India 3% 1948 or after	JAJO	95	3 3 2	—
Sudan 4½% 1939-73 Av. life 27 years	FA	123½xd	3 12 10	3 3 10
Sudan 4% 1974 Red. in part after 1950	MN	117	3 8 5	2 13 6
Tanganyika 4% Guaranteed 1951-71	FA	115xd	3 9 7	2 16 4
L.P.T.B.4½% "T.F.A." Stock 1942-72	JJ	112	4 0 4	2 12 1
COLONIAL SECURITIES				
Australia (Commonw'th) 4% 1955-70	JJ	110	3 12 9	3 6 1
*Australia (C'mm'nw'th) 3¼% 1948-53	JD	105	3 11 5	3 6 1
Canada 4% 1953-58	MS	113	3 10 10	3 1 9
*Natal 3% 1929-49	JJ	100	3 0 0	3 0 0
*New South Wales 3½% 1930-50	JJ	100	3 10 0	3 10 0
*New Zealand 3% 1945	AO	101	2 19 5	2 17 9
Nigeria 4% 1963	AO	115	3 9 7	3 4 0
*Queensland 3½% 1950-70	JJ	102	3 8 8	3 6 7
South Africa 3½% 1953-73	JD	109	3 4 3	2 17 0
*Victoria 3½% 1929-49	AO	102	3 8 8	—
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	97	3 1 10	—
*Croydon 3% 1940-60	AO	101	2 19 5	2 15 3
Essex County 3½% 1952-72	JD	105	3 6 8	3 2 8
*Hull 3½% 1925-55	FA	100xd	3 10 0	3 10 0
Leeds 3% 1927 or after	JJ	98	3 1 3	—
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	108	3 4 10	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	92	2 14 4	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	98	3 1 3	—
Manchester 3% 1941 or after	FA	97xd	3 1 10	—
*Metropolitan Consd. 2½% 1920-49	MJSD	101½	2 9 3	—
Metropolitan Water Board 3% "A" 1963-2003	AO	99	3 0 7	3 0 8
* Do. do. 3% "B" 1934-2003	MS	100	3 0 0	3 0 0
Do. do. 3% "E" 1953-73	JJ	102	2 18 10	2 17 2
Middlesex County Council 4% 1952-72	MN	114	3 10 2	2 19 8
† Do. do. 4½% 1950-70	MN	117	3 16 11	3 2 8
Nottingham 3% Irredeemable	MN	98	3 1 3	—
Sheffield Corp. 3½% 1968	JJ	107	3 5 5	3 3 1
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS				
Gt. Western Rly. 4% Debenture	JJ	115½	3 9 3	—
Gt. Western Rly. 4½% Debenture	JJ	127½	3 10 7	—
Gt. Western Rly. 5% Debenture	JJ	134½	3 14 4	—
Gt. Western Rly. 5% Rent Charge	FA	133½	3 14 11	—
Gt. Western Rly. 5% Cons. Guaranteed	MA	133	3 15 2	—
Gt. Western Rly. 5% Preference	MA	118	4 4 9	—
Southern Rly. 4% Debenture	JJ	115⅛	3 9 3	—
Southern Rly. 4% Red. Deb. 1962-67	JJ	113	3 10 10	3 5 5
Southern Rly. 5% Guaranteed	MA	131½	3 16 1	—
Southern Rly. 5% Preference	MA	119	4 4 0	—

*Not available to Trustees over par. † Not available to Trustees over 115.
‡In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other Stocks, as at the latest date.

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ABSOLUTE REVERSION on decease of life 63 to about £1,950.—Solicitors, Messrs. Buchanan, Giles & Evans, 5, Edward-terrace, Cardiff.

ABSOLUTE REVERSION on decease of life 61 to about £9,500.

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